



Creative Little Garden Event Agreement

The Creative Little Garden is available for non-members to reserve for a private event. The maximum number of guests allowed is 35 and all events must end before sunset. Please be sure to allow time for set up and clean up in your reservation. We have seating for 24 and 3 tables for your use. There is no electricity, lighting, waste receptacles, drinking water or rest rooms in the garden.

Garden rules: No smoking, fires, barbeques, alcoholic beverages, drugs, loud music, amplifiers or disruptive sounds are allowed. Stay on paths and do not step into the planting areas, pick the flowers or handle plants. If you host children, keep them off the rocks, retaining walls and handrails, and no running or ball playing is allowed.

THIS AGREEMENT (“the Agreement”), made as of _____, 20____, by and between Creative Little Gardens, Inc. (the “Garden”), and _____ (the “Guest”), collectively, the “Parties”. The Guest may be reached by email at _____ or by phone at _____. The parties agree as follows:

Space Usage

The Garden hereby grants a limited and revocable license (the “License”) to the Guest to use the following space: The Creative Little Garden, 530 E 6 St, New York, NY (the “Space”) on the Event Date and during the Event Time specified under this agreement.

Event

The Guest shall hold the following Event: _____ (the “Event”) on _____, 20____ (the “Event Date”), between the times of _____ and _____ (the “Event Time”). Guest is authorized to use the Space to hold the Event, and for no other purpose. The Space is closed to the public during your Event Time. Set up and clean up times are included in your Event Time.

Donation

Guest has offered to the Garden a total donation of \$ _____ (the “Donation”). Payment shall be in cash, or a check payable to Creative Little Gardens, Inc.

Disclaimers

The Space shall be provided by the Garden as-is and the Garden makes no warranty regarding the suitability of the Space for Guest’s intended use.

Condition

After the completion of the Event, the Guest shall leave the Space in the same or similar condition as received from the Garden. The Space will be in a clean condition prior to your event. You are required to return the Space to the same clean condition in which it was found. Guest will be responsible for clearing all trash generated at the Event and removing it from the Space. Cleanup should be completed before the end of the Event Time.

Damages

Beyond ordinary wear and tear, Guest shall be responsible for any damage caused by Guest's use of the Space. Guest shall arrange for the repair of any such damage. In the event if Guest does not make any necessary repairs, the Garden shall arrange for the same at Guest's expense.

Right of Entry

The Garden shall have the right to enter the Space at any time for any reasonable purpose, including any emergency that may threaten damage to the Garden's property, or injury to any person in or near the Space.

Indemnification

Guest hereby indemnifies and holds harmless the Garden from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Guest's use of the Space, including any acts or omissions on the part of Guest, its employees, officers, directors, independent contractors, or other agents. Guest shall notify the Garden of any damage or injury of which it has knowledge in, to, or near the Space, regardless of the cause of such damage or injury.

Revocation

The Garden shall have the right to revoke the License at any time prior to the Event Date, provided it gives Guest prior written notice of revocation. In the event that the Garden revokes the License prior to the Event for reasons other than nonpayment of fees or breach of this Agreement by Guest, the Garden shall refund to Guest the full amount paid by Guest in connection with this Agreement.

Cancellation

If your Event must be cancelled because of rainy weather, your donation will be refunded in full. Guest may cancel the Event for any other reason by notifying the Garden by providing notice thirty (30) days or more before the Event Date. In such an event, the Garden shall refund to Guest the full amount of the Donation.

Assignment

Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York, without regard to conflicts of law principles.

Entire Agreement

This Agreement constitutes the entire agreement between Guest and the Garden, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

Acknowledged and Agreed by Guest: _____ Date: _____

Acknowledged and Agreed by Garden: _____ Date: _____