

6:20 PM

08/10/15

Accrual Basis

Miami Beach Botanical Garden
Profit & Loss Budget Overview
 October 2015 through September 2016

	Oct '15 - Sep 16
Ordinary Income/Expense	
Income	
Private Support	
Memberships	15,000.00
Garden Events	
Garden Dinner Series	8,000.04
Botanical Bazaar	2,000.00
Garden Tour	15,000.00
Taste of the Garden	
Auction Revenue	14,000.00
Revenue - Taste Garden	25,000.00
Garden Club Income Share	-15,000.00
	24,000.00
Total Taste of the Garden	
	49,000.04
Total Garden Events	
Donations	12,000.00
Total Private Support	76,000.04
Government Support	
MD - Cultural Advancement	50,000.00
MB - Cultural Arts Council	20,000.00
Total Government Support	70,000.00
City of Miami Beach Lease	152,000.00
Corporate Support	5,000.04
Earned Income	
Soda Machine	4,800.00
Workshop Fees	7,200.00
Plant Sales	5,000.04
Gift Shop	4,500.00
Total Earned Income	21,500.04
Total Rental Income	
Venue Rental Income	159,999.96
Staffing Fee	12,000.00
Security Deposit Retained	9,999.96
Rental Application Fee	7,500.00
Photo Shoots	4,800.00
Total Total Rental Income	194,299.92
Total Income	518,800.04
Gross Profit	518,800.04

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**Miami Beach Botanical Garden
Profit & Loss Budget Overview
October 2015 through September 2016**

	Oct '15 - Sep 16
Expense	
Facility	
Repairs and Maintenance	4,800.00
Pest Control	1,500.00
Facilities Staff	32,000.04
Total Facility	38,300.04
Horticulture	
Horticulturist Salary	45,000.00
Horticulture Assistant	39,999.96
Water Gardens	
Pond Maintenance	24,000.00
Pond plants	1,000.00
Total Water Gardens	25,000.00
Lawn	
Lawn Maintenance	18,000.00
Total Lawn	18,000.00
Graden Signage	2,499.96
Contract Labor	2,000.04
Plant Purchases	14,400.00
Supplies and equipment	9,600.00
Total Horticulture	156,499.96
Program Expense	
Garden Dinner Series	8,000.00
Garden Tour	3,500.00
Educational/Cultural Programs	30,000.00
Total Program Expense	41,500.00
Operating Costs	
Accounting & Legal	2,400.00
Advertising,Marketing, Printing	
Website	4,500.00
Advertising,Marketing, Printing - Other	24,999.96
Total Advertising,Marketing, Printing	29,499.96
Communications Expenses	3,600.00
Dues, Subscriptions and Tickets	1,800.00

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Miami Beach Botanical Garden
Profit & Loss Budget Overview
October 2015 through September 2016

	Oct '15 - Sep 16
Fundraising Event Expenses	
Taste of the Garden	18,000.00
Total Fundraising Event Expenses	18,000.00
Gift Shop Purchases	3,999.96
Soda Machine	3,000.00
Insurance	12,000.00
Meals & Entertainment	1,200.00
Memberships and Fundraising	3,000.00
Merchant Charges/Bank Fees	9,000.00
Miscellaneous	900.00
Office Expenses & Supplies	5,000.04
Payroll Expense	
Customer Service Staff	30,000.00
Membership/Programs Salary	35,000.04
Executive Director Salary	62,000.04
Payroll Taxes	18,999.96
Health Insurance	24,000.00
Total Payroll Expense	170,000.04
Postage and Delivery	1,020.00
Security System Expense	1,680.00
Total Operating Costs	266,100.00
Rental Expense	
Sales Manager Salary	37,500.00
Cleaning Fee	18,000.00
Security Rental Expense	3,600.00
Contract Labor	18,000.00
Total Rental Expense	77,100.00
Total Expense	579,500.00
Net Ordinary Income	-60,699.96
Other Income/Expense	
Other Expense	
Fixed Asset Additions	5,000.04
Total Other Expense	5,000.04
Net Other Income	-5,000.04
Net Income	-65,700.00



Garden Programming

October 2015 – September 2016

Ongoing Garden Sponsored Activities

Toast Masters
Members Yoga
Garden Club Meetings
Green Book Club
Farmers Market
Yoga
Free Meditation Sessions
Surfrider Community Gathering

Thursdays 6 – 7:30
Wednesdays 12:30 – 1:30
Monthly, Second Thursday 10am – 1pm
Monthly, Second Wednesday 10am – 12pm
Weekly on Wednesdays (January – April)
Weekly on Saturday-0900
Weekly Tuesday 10am (Started August 12)
Monthly Date varies

Educational Activities

Saturday Educational Lectures – varied topics
Thursday Evening Workshops – varied topics

Second Saturday of the month
Second Thursday of the month

Special Garden Sponsored Events

An Evening with Raymond Jungles, Book signing
Halloween Family Day
Picnic on the Patio – Dinner Series
Botanical Bazar (Live music & Children's Activities)
Garden Member Holiday Party
Annual Taste of the Garden
Picnic on the Patio – Dinner Series
Miami Beach Garden Tour & Flower Show
Picnic on the Patio – Dinner Series
Japanese Spring Festival
Sustainotopia Conference & Events
Mother Earth Day – GLOW Yoga
Picnic on the Patio – Dinner Series
Picnic with the Pets

Friday, Oct. 23, 2015, 7pm-9pm
Saturday, October 31, 10am – 3pm
Wednesday, November 19, 2015 6:30pm
Sunday, November 22, 2015 11am – 4pm
Wednesday, December 16, 2015
Thursday, January 28, 2016, 6:30 – 9:30pm
Tuesday, February 17, 2016, 6:30 pm
Saturday March 12, 2016 9am – 5pm
Tuesday, March 23, 2016. 6:30 pm
Sunday, March 27, 2016 11am – 4pm
Wednesday April 20 – Tuesday April 27
Saturday, April 23 10am – 11pm
Thursday, April 28, 2016, 6:30 pm
TBD

Cultural Presentations

(Presented by MBBG in partnership – Supported by Grant funding MBCAC & MDCAC)

Cinema Green in the Garden
South Beach Chamber Ensemble-Piano concert

October 2015
October 2015

Cinema Green in the Garden	November 2015
Florida Grand Opera performance	Sunday, November 22
Cinema Green in the Garden	February 2016
Tigertail Spoken Word	2 February performances
Fantasy Theatre Children's performance	February 2016
South Beach Chamber Ensemble	March 2016
Artscape	March 2016
Art Exhibit	Sunday, March 22
Cinema Green in the Garden	April 2016
Sustainotopia – Earth Day events	April 15 – 23
Miami Gay & Lesbian Film Festival	April 2015
South Beach Chamber Ensemble	May 2016
Cinema Green in the Garden	June 2016
Miami Performance Festival	June 2016
Ground Up and Rising Theatre	July 2015 – 4 performances
Ground Up and Rising Theatre	September 2015 – 4 performances

OTHER

Election Day	Tuesday, November 3
South Florida Auto Show	November 6-15, 2015
Art Basel	November 25 – December 8
Diversity Day	April 2016
AIDS Walk Miami	April 2016

More events will be added to this list as they are confirmed

-RECEPTION RENTAL-

Rental Rates/Details

*All rental rates may be subject to adjustment to reflect the appropriate market value.

	Entire Garden	Banyan Room, Terrace and Banyan Lawn	Butterfly Room
Capacity	500 people indoor and outdoor	100 people (indoors) 200 people (indoor/outdoor)	The Butterfly Room may be rented for ancillary space or to be used as a dressing room in conjunction with a wedding reception rental.
Cost	<p>Based on 200 guests. For each additional guest a \$10.00 fee shall apply.</p> <p><u>Daytime Event:</u> Mon-Thurs: \$3,000.00 Friday: \$4,000.00 Sat-Sun: \$5,000.00</p> <p><u>Evening Event:</u> Mon-Thurs: \$4,000.00 Friday: \$5,000.00 Sat-Sun: \$6,000.00</p> <p>Additional Hours: \$500 per hour (includes 2 facility attendants)</p>	<p><u>Daytime Event:</u> Mon-Thurs: \$2,000.00 Friday: \$3,000.00 Sat-Sun: \$4,000.00</p> <p><u>Evening Event:</u> Mon-Thurs: \$3,000.00 Friday: \$4,000.00 Sat-Sun: \$5,000.00</p> <p>Additional Hours: \$200 per hour (includes facility attendant)</p>	<p>Fee is \$200 for a minimum rental of 4 hours. Each additional hour shall be \$100.00</p>
Duration	Daytime: 8 hours Evening: 4 hours (includes set up)	Daytime: 8 hours Evening: 4 hours (includes set up)	
Amenities	Flat screen television, video conferencing, wireless internet	Projection screen, podium, wireless internet	
Tables	(12) 8 foot rectangular banquet tables; (12) 60" round tables are included	(12) 8 foot rectangular banquet tables; (12) 60" round tables are included	
Chairs	200 white folding chairs are included	200 white folding chairs are included	

**-CEREMONY-
POLICIES AND PROCEDURES**



1. For those who wish to rent an outdoor section of the Garden for a short amount of time (2 hours min. rental/3 hours max.) to perform a ceremony or similar event, the following policies and rental rates apply:

Rental Rates/Details

*All rental rates may be subject to adjustment to reflect the appropriate market value.

GREAT LAWN	BANYAN TREE LAWN	JAPANESE GARDEN	BUTTERFLY ROOM
Cost: \$900	Cost: \$700	Cost: \$500	Cost: \$200
Capacity: 200	Capacity: 75 to 100	Capacity: Small area up to 40 people standing room only	The Butterfly Room may be rented for ancillary space or to be used as a dressing room in conjunction with a ceremony rental.
Duration: Minimum 2 hour rental (includes set-up time)	Duration: Minimum 2 hour rental (includes set-up time)	Duration: Minimum 2 hour rental (includes set-up time)	
Additional Hour: \$200 per hour (including facility attendant fee)	Additional Hour: \$150 per hour (including facility attendant fee)	Additional Hour: \$150 per hour (includes facility attendant fee)	
White Padded Chairs: \$2.00 per chair	White Padded Chairs: \$2.00 per chair	No chairs permitted in the Japanese Garden	

Deposit/Fee Schedule

2. A deposit of 50% is required to reserve your desired date. This shall be applied towards the contract balance. Deposit is refundable for up to 30 days less a \$100.00 processing fee.
3. In addition to the cost, a Garden Cleaning Fee of \$150.00 is due 30 days before the event.
4. Balance of payment is due 30 days prior to the ceremony date. Balance of payment is non-refundable.
5. CANCELLATIONS.
Cancellations made for any reason, other than a hurricane watch or warning as described below, following the payment of the deposit will result in the Lessee's forfeiture of the non-refundable deposit. Requests for cancellations must be made in writing.
6. CANCELLATIONS DUE TO INCLEMENT WEATHER.
At no time shall the Garden be responsible or liable for inclement or severe weather (such as hurricanes) that may in any way affect Lessee's event at the Garden, directly or indirectly. The Garden may close to the public in the event of a tropical storm or hurricane watch or warning established for Miami-Dade County. If the Garden must cancel an event due to preparation for, occurrence, or aftermath of severe weather, the Lessee will be offered an opportunity to select an

**-CEREMONY-
POLICIES AND PROCEDURES**



alternate available date on which to have their event. There shall be no concessions or additional expenses for changing the date; the appropriate fees for the rescheduled event shall apply and the difference, if any, shall be refunded by the Garden or paid by the Lessee as appropriate. If the Lessee chooses to cancel their event at the Garden due to the Garden's closing or incapacity to hold the event due to the preparation for, occurrence or aftermath of severe weather, Notice of Cancellation must be made and delivered to the Garden no less than 24 hours prior to the event to receive any refund of rental money. Notwithstanding the above, the Garden shall in no way be responsible for any consequential damages resulting from closure or other disruptions to operations due to the preparation for, occurrence or aftermath of severe weather.

7. Any event booked within the 30-day period shall be paid in full including the Garden Cleaning Fee.
8. All fees are subject to 7% Florida Sales Tax
9. Additional Fees may apply (rentals, extra hours, etc.) See contract.
10. Insurance Premiums will be quoted and charged \$1 per expected number of participants/projected number of people in attendance.

Ceremony Guidelines

11. TIME RESTRICTIONS.
 - a. Ceremonies must start and end between 10:00 a.m. and 4:00 p.m.
 - b. Breakdown must be completed by 5:00 p.m. NO EXCEPTIONS.
 - c. "After Hours" Ceremonies may be requested but are subjected to additional fees.
12. Photographers are permitted to accompany the group.
13. DRESSING FACILITIES.

The only dressing facilities available on the property are the public restrooms. The Butterfly Room may be rented for \$200.00 as a dressing room.
14. STORAGE.

Rooms and offices on the Garden property may not be used for storage of any items, whether personal or used at the Event. NO EXCEPTIONS.
15. No food shall be permitted.
16. SMOKING IS NOT PERMITTED IN THE GARDEN.
17. No chairs are permitted in the Japanese Garden.

**-CEREMONY-
POLICIES AND PROCEDURES**



18. There is no use of glitter, "silly string" flower petals (natural or otherwise) or confetti.
19. No material of any form can be affixed to any plant life. NO EXCEPTIONS. Violation of this police will result in the immediate forfeiting of the full amount of the Garden Cleaning Deposit. This includes but is not limited to fabric, lanterns, candles, string lights, etc.
20. CHAIRS/TABLES.
Only the chairs provided by the Garden may be used.
21. SETUP/BREAKDOWN.
Lessee is responsible for all Setup/Breakdown of the Event.
22. VENDORS AND DELIVERIES.
Lessee is responsible for providing a list of vendors with contact information and a schedule of deliveries 14 days prior to the Event.
23. GARDEN STAFF.
Lessee understands that Garden Staff will be present to represent the premises. Lessee agrees to accept direction from Garden Staff when necessary.
24. PUBLIC VISITATION.
Lessee understands that the Garden is open to public visitors between the hours of 9:00 a.m. until 5:00 p.m. The Garden has a strict policy that no event should interfere with guests' visits.

Garden Condition and Appearance "AS IS"

25. Lessee is fully aware that the Garden hosts multiple private and public events each week of the year. The Garden Staff works diligently each day in order to maintain the appearance and integrity of the beautiful natural setting you have selected for your event. Please be aware that despite the efforts of staff, wear and tear does occur on the Great Lawn and the plant life from time to time, which can also be made worse by inclement weather. Consider this when booking your event. Lessee agrees to accept the event site in "AS-IS" condition. By executing this contract, Lessee shall be deemed to have accepted the event site in acceptable order, condition and repair.

Assumption of Risk and Release of Liability

26. Lessee shall indemnify and hold harmless the City of Miami Beach, the Miami Beach Botanical Garden and all officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City of Miami Beach, the Miami Beach Botanical Garden, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Lessee or its employees, agents, servants, partners, principals subcontractors, or vendors. Lessee shall pay all claims and losses in connection

-CEREMONY-
POLICIES AND PROCEDURES



therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of Miami Beach, the Miami Beach Botanical Garden, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Application is not accepted and date is not reserved unless this document is signed and submitted along with the required deposits.

I have read and understand these Policies and Procedures and agree to be bound by the terms of the rental permit.

PRINT NAME

DATE

SIGNATURE

Gonzalez, Raul

From: Alfonsin, Gabriela
Sent: Wednesday, March 23, 2016 9:14 AM
To: Gonzalez, Raul
Subject: FW: Emailing: CORPORATE RENTAL POLICIES2016
Attachments: CORPORATE RENTAL POLICIES2016.docx

-----Original Message-----

From: sshapiro@mbgarden.org [<mailto:sshapiro@mbgarden.org>]
Sent: Tuesday, March 22, 2016 5:33 PM
To: Alfonsin, Gabriela
Subject: Emailing: CORPORATE RENTAL POLICIES2016

Please exchange this for the previous Corporate Rental - this is more compact.

Thanks,

Sandy

Your message is ready to be sent with the following file or link
attachments:

CORPORATE RENTAL POLICIES2016

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

**-CORPORATE RENTAL-
POLICIES AND PROCEDURES**



Rental Rates/Details

Miami Beach Botanical Garden provides a naturally picturesque setting and fully equipped meeting facilities for your next corporate event or meeting.

*All rental rates may be subject to adjustment to reflect the appropriate market value.

	Butterfly Room	Banyan Room, Terrace and Banyan Lawn	Entire Garden
Size	16' by 31'	30' by 50'	All Areas
Capacity	40 people (indoors)	100 people (indoors) 200 people (indoor/outdoor)	500 people indoor and outdoor
Cost	Daytime: \$400 Evening: \$750 (includes facilities attendant fee) *Additional Hours: \$100 per hour	Daytime Only: Mon-Thurs: \$550 Friday: \$650 *Additional Hours: \$100 per hour	Daytime Only: (Based on 200 guests. For each additional guest a \$10.00 fee shall apply.) Mon-Thurs: \$3,000 Friday: \$4,000 *Additional Hours: \$500 per hour - includes 2 facility attendants
Duration	Daytime: 8 hours Evening: 4 hours (includes set up)	Daytime Only: 8 hours (includes set up time)	Daytime Only: 8 hours (includes set up time)
Amenities	Flat screen television, video conferencing, wireless internet	Projection screen, podium, wireless internet	All amenities from the Butterfly and Banyan Rooms in additional to the beautiful Japanese Garden, fountain and side lawns.
Tables	8 foot rectangular banquet tables are included	(12) 8 foot rectangular banquet tables; (12) 60" round tables are included	(12) 8 foot rectangular banquet tables; (12) 60" round tables are included
Chairs	White padded folding chairs are included	200 white folding chairs are included	200 white folding chairs are included

-CORPORATE RENTAL-
POLICIES AND PROCEDURES



Deposit/Fee Schedule

1. A Deposit of 50% is required to reserve your desired date. This shall be applied towards the contract balance. Deposit is refundable for up to 30 days less a \$100.00 processing fee. Requests for cancellation must be made in writing.
2. In addition to the cost, a Garden Cleaning Fee of \$250.00 is due 30 days before the event.
3. Balance of payment is due 30 days prior to the booking date. Balance of payment is non-refundable.
4. CANCELLATIONS.
Cancellations made for any reason, other than a hurricane watch or warning as described below, following the payment of the deposit will result in the Lessee's forfeiture of the non-refundable deposit. Requests for cancellations must be made in writing.
5. CANCELLATIONS DUE TO INCLEMENT WEATHER.
At no time shall the Garden be responsible or liable for inclement or severe weather (such as hurricanes) that may in any way affect Lessee's event at the Garden, directly or indirectly. The Garden may close to the public in the event of a tropical storm or hurricane watch or warning established for Miami-Dade County. If the Garden must cancel an event due to preparation for, occurrence, or aftermath of severe weather, the Lessee will be offered an opportunity to select an alternate available date on which to have their event. There shall be no concessions or additional expenses for changing the date; the appropriate fees for the rescheduled event shall apply and the difference, if any, shall be refunded by the Garden or paid by the Lessee as appropriate. If the Lessee chooses to cancel their event at the Garden due to the Garden's closing or incapacity to hold the event due to the preparation for, occurrence or aftermath of severe weather, Notice of Cancellation must be made and delivered to the Garden no less than 24 hours prior to the event to receive any refund of rental money. Notwithstanding the above, the Garden shall in no way be responsible for any consequential damages resulting from closure or other disruptions to operations due to the preparation for, occurrence or aftermath of severe weather.
6. Any event booked within the 30-day period shall be paid in full including the Garden Cleaning Fee.
7. All fees are subject to 7% Florida Sales Tax
8. Insurance Premiums will be quoted and charged \$1 per expected number of participants/projected number of people in attendance.

**-CORPORATE RENTAL-
POLICIES AND PROCEDURES**



Catering

9. Full service catering is not permitted in the meeting rooms and is limited to cold food items. Please inquire for a list of preferred caterers to provide services. Please advise if an outdoor reception is desired, as additional contract terms shall apply.

Tables and Chairs

10. Rental fees include tables and chairs.

Facilities Maintenance

11. A minimum of one Garden employee will be on duty throughout the event.

Vendors

12. Client will make all arrangements for all other services and supplies needed for the event. A complete list of vendors with contact names, email address, and/or phone numbers must be provided to the Garden two weeks prior to the booking date.

Additional Policies

13. **TIME RESTRICTIONS.**
The Botanical Garden is open to the public between 9:00 a.m. and 5:00 p.m. If additional hours are requested for setup or breakdown, additional hourly fees shall apply.
14. **EVENT SCHEDULE AND TIMELINE.**
An event schedule and timeline shall be provided to Garden staff at least two weeks prior to the booking. Schedule must include: delivery timeline, arrival times, departure times, set up details as well as any other pertinent information.
15. **SMOKING IS NOT PERMITTED IN THE GARDEN**
16. Garden objects **MAY NOT** be moved or altered in any way (works of art, signage).
17. Plants, flowers, trees and structures **MAY NOT** be cut, altered or moved in any way.
18. Temporary Installations within the interior of the space are allowed as long as they are not nailed, stapled or taped to the walls. Permitted installations include but are not limited to rented trees and plants, lighting, sound system, etc. If additional setup is required for a Temporary Installation, this can be arranged in accordance with the Garden schedule. Additional Fees may apply.
19. No material of any form can be affixed to any plant life. **NO EXCEPTIONS.** Violation of this police will result in the immediate forfeiting of the full amount of the Garden Cleaning Deposit. This includes but is not limited to fabric, lanterns, candles, string lights, etc.

-CORPORATE RENTAL-
POLICIES AND PROCEDURES



20. BREAKDOWN AND STORAGE.

Lessee is responsible for removing all items from the premises immediately after the booking. There shall be no storage for rentals, installations, etc. at the Garden after the event. Failure to follow this policy shall result in forfeiture of the Garden Cleaning Deposit (otherwise refundable).

Garden Condition and Appearance "AS IS"

21. Lessee is fully aware that the Garden hosts multiple private and public events each week of the year. The Garden Staff works diligently each day in order to maintain the appearance and integrity of the beautiful natural setting you have selected for your event. Please be aware that despite the efforts of staff, wear and tear does occur on the Great Lawn and the plant life from time to time, which can also be made worse by inclement weather. Consider this when booking your event. Lessee agrees to accept the event site in "AS-IS" condition. By executing this contract, Lessee shall be deemed to have accepted the event site in acceptable order, condition and repair.

Assumption of Risk and Release of Liability

22. Lessee shall indemnify and hold harmless the City of Miami Beach, the Miami Beach Botanical Garden and all officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City, the Miami Beach Botanical Garden or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Lessee or its employees, agents, servants, partners, principals subcontractors, or vendors. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of Miami Beach, the Miami Beach Botanical Garden, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Application is not accepted and date is not reserved unless this document is signed and submitted along with the required deposits.

I have read and understand these Policies and Procedures and agree to be bound by the terms of the rental permit.

PRINT NAME

DATE

SIGNATURE



2016 Non-Profit Reduced Fee Application

The Miami Beach Botanical Garden, a city-owned facility, has the following policy for non-profit groups:

The city has given the Garden a limited number of opportunities to present fee waivers in a year and we cannot exceed that number. Please fill out the form below to be considered for a fee waiver. The waiver does not include a waiver of any expenses the Garden incurs from hosting the event, including but not limited to, janitorial expenses, staffing expenses and damage to the Garden. See policy and procedures section for details.

ELIGIBILITY REQUIREMENTS

- Must provide an up-to-date proof of status as a 501(c)3. The reduced rental rates are based on the organization's annual budget. Therefore:
 - less than \$100K → \$350 Rental Fee (Banyan Room and terrace)
 - \$100K-\$250K → \$450 Rental Fee (Banyan Room and terrace)
 - more than \$250K → \$650 Rental Fee (Banyan Room and terrace)
- Must provide proof of commercial general liability in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. Depending on facility usage or the event, products liability and/or liquor liability may also be required. This insurance policy must name the City of Miami Beach and the Miami Beach Botanical Garden, 2000 Convention Center Drive, Miami Beach, FL 33139 as an 'ADDITIONAL INSURED' and be issued by an insurance company acceptable to the venue.
- Request must be received at least 60 days prior to the event.
- Must be a public event.

Free events and events in consonance with the mission of the Garden will be given top priority. The mission of the Garden can be found at www.mbgarden.org.

If you are not selected for a fee waiver, the Garden still offers all non-profit groups a 20% discount off published rental rates at www.mbgarden.org.

Name of Organization:

Contact Person:

Contact Person's relationship to the organization:

Contact E-mail:

Contact Phone:

Organization Address:

Date(s) Requested:

Time(s) of Event:

Expected Attendance:



2016 Non-Profit Reduced Fee Application

Area(s) to be used:

How will this event support the mission of the Garden?

Description of event (please be as detailed as possible, and list any structural equipment such as tents or AV equipment, and any additional outside vendors involved, including caterers):

Will you be needing to drop anything off or pick anything up in the days leading up to or after the day(s) of the event?

The Garden does not provide setup, breakdown or staffing for outside events. How many volunteers or staff will be present to help during the event?

Are you or the organization a member of the Garden?

Have you applied in the past for a fee waiver? If so, when?

Is there a charge to attend the event?



2016 Non-Profit Reduced Fee Application

POLICIES AND PROCEDURES

1. Organizations are given 2 hours to set up and 2 hours to break down on either end of the event time. Events taking place outside the Garden's normal business hours (Tuesday through Sunday, 9 a.m. to 5 p.m.) will be subject to a staffing fee of \$25/hour.
2. In addition to the cost, a Garden Cleaning Fee of \$200.00 is due 30 days before the event.
3. Organizers are allowed access to 200 chairs (white, padded, resin) and 24 tables (12 x 8 ft. rectangular and 12 x 60" round). All setup and breakdown of tables, chairs, decoration, etc. must be done by the user's staff and volunteers. Garden staff is not responsible for this. If they are employed to do this you will be subject to an additional staffing fee of up to \$100.
4. It is the responsibility of the applicant to bring their own audio/video equipment and to have their own volunteers for setup and breakdown. The Garden can rent out audio/video equipment for a fee, however, use of the Garden staff for setup and breakdown will require additional funding.
5. The Garden must receive a detailed event schedule with contact information of organizers two weeks prior to the event.
6. The Garden logo must be included on all print and digital promotional materials and named as one of the main sponsors.
7. Organizers are responsible for scheduling a walk-through at least one week prior to the event to ensure they know what they will need for the space.
8. The Garden grounds and facilities must be left in the way in which they were given to you.

Regarding decoration and lighting

- o No material in any form can be applied to any plant life with no exceptions. Violation of this policy will result in the immediate forfeiting of the full amount of the security deposit. This includes but is not limited to fabric, lanterns, string lights, candles.
- o The use of any tape, thumbtacks, nails, staples, or any similar material is not allowed upon any walls, ceilings, fencing, awning or plants. Pipe and drape is the only permitted draping method.
- o Glitter, silly string, flower petals (natural or otherwise), confetti, feathers and rice are not permitted in outdoor areas. This includes but is not limited to the tops of tables, centerpieces, bars, etc.
- o Ice and ice water must be dumped in the street or on grates. Not in plant beds or the lawn.
- o No open flames are permitted without a protective covering such as a hurricane glass at least as tall as the height of the flame. No charcoal grills are allowed. Any ashes must be disposed of offsite.
- o The Garden can provide garbage bags and containers during the event. All garbage related to the event must be removed from the premises. The Garden



2016 Non-Profit Reduced Fee Application

does not have the waste facilities to accommodate additional trash generated by events.

- o All vehicles loading and unloading shall be through gate on Dade Blvd. / 20th Street and Convention Center Drive. There is no parking allowed in the garden.

Please ensure that your staff and volunteers or any outside vendors are made aware of these policies.

I have read and fully understand the requirements to use the Miami Beach Botanical Garden. More requirements and guidelines may be instituted in a contract to rent following this application. My signature below indicates agreement to abide by all the above mentioned guidelines.

_____ Signature

_____ Name (printed)

_____ Date

FACILITY RENTAL POLICIES AND PROCEDURES



"Lessee" shall at all times herein be defined as the party holding the event at the Miami Beach Botanical Garden ("Garden")

Reservation and Payment

1. NON-REFUNDABLE DEPOSITS.

A 50% deposit is due at the time of booking and shall be applied towards the event balance. Lessee will have 3 days to make the deposit payment after requesting a date. If the deposit is not paid within the 3-day period, Lessee shall be notified that the requested date will be released. Deposits are non-refundable after 30 days. Refunds are subject to a \$150.00 processing fee.

2. CANCELLATIONS.

Cancellations made for any reason after the 30-day period, other than a hurricane watch or warning as described below, following the payment of the deposit will result in the Lessee's forfeiture of the non-refundable deposit. Requests for cancellations must be made in writing.

3. BALANCES.

Lessee must pay the outstanding balance for the event at least 30 days prior to the event. Reservations made within 30 days of the event must be paid in full at the time the contract is executed. The Garden reserves the right to retain deposit and cancel any events that have unpaid balances within 30 days prior the event.

4. REFUNDABLE DEPOSITS

Refundable deposits are due 30 days before the event and are preferred in the form of a credit card or check. Any charges will be brought to the client's attention after the event with photo documentation.

a. Garden Damage Deposit

- \$1,000 for the first 100 guests
- \$1,500 for 200 guests
- \$2,000 for 250 guests
- Special rates will apply for 300 guests or more

b. Garden Cleaning Deposit of \$500.

- The Garden does not provide after-party clean up service. Any labor required by Garden personnel to clean the event site will be done so at the additional cost of \$250.00.

5. CANCELLATIONS DUE TO INCLEMENT WEATHER.

At no time shall the Garden be responsible or liable for inclement or severe weather (such as hurricanes) that may in any way affect Lessee's event at the Garden, directly or indirectly. The Garden may close to the public in the event of a tropical storm or hurricane watch or warning established for Miami-Dade County. If the Garden must cancel an event due to preparation for, occurrence, or aftermath of severe weather, the Lessee will be offered an opportunity to select an alternate available date on which to have their event. There shall be no concessions or

FACILITY RENTAL POLICIES AND PROCEDURES



additional expenses for changing the date; the appropriate fees for the rescheduled event shall apply and the difference, if any, shall be refunded by the Garden or paid by the Lessee as appropriate. If the Lessee chooses to cancel their event at the Garden due to the Garden's closing or incapacity to hold the event due to the preparation for, occurrence or aftermath of severe weather, Notice of Cancellation must be made and delivered to the Garden no less than 24 hours prior to the event to receive any refund of rental money. Notwithstanding the above, the Garden shall in no way be responsible for any consequential damages resulting from closure or other disruptions to operations due to the preparation for, occurrence or aftermath of severe weather.

Insurance

6. One month prior to the event, Lessee must provide the Garden with:
 - a. Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. Depending on the facility usage or the event, Products Liability and or Liquor Liability may also be required. This insurance policy must document as the certificate holder (City of Miami beach and the Miami Beach Botanical Garden, 2000 Convention Center Drive, Miami Beach, FL 33139) as an "ADDITIONAL INSURED" and be issued
 - b. Workers Compensation, per Florida Statutes pertaining to same, for any employee of the Lessee that works in any capacity upon the Miami Beach Botanical Garden Premises.

(Please include the date of the event and party to be insured on the insurance document.)

Garden Condition and Appearance "AS IS"

7. Lessee is fully aware that the Garden hosts multiple private and public events each week of the year. The Garden Staff works diligently each day in order to maintain the appearance and integrity of the beautiful natural setting you have selected for your event. Please be aware that despite the efforts of staff, wear and tear does occur on the Great Lawn and the plant life from time to time, which can also be made worse by inclement weather. Consider this when booking your event. Lessee agrees to accept the event site in "AS-IS" condition. By executing this contract, Lessee shall be deemed to have accepted the event site in acceptable order, condition and repair.

Lessee's Responsibilities

8. Lessee is Responsible for the actions of all subcontractors and/or vendors, which may include but are not limited to party planners, entertainers, florists, caterers, musicians, etc. Lessee is responsible for ensuring that all subcontractors and vendors are aware of Garden's Policies and Procedures.
9. Lessee agrees to abide by all City, County and State Laws while using Garden facilities.

FACILITY RENTAL POLICIES AND PROCEDURES



10. Lessee understands that the City of Miami Beach Fire Code provides for the immediate closure of any Garden room exceeding the posted room capacity.

11. DRESSING ROOMS/STORAGE.

Lessee understands that the Garden's restrooms are the only dressing facilities available on the site. Lessee cannot use Butterfly Room, Banyan Room(s), or Offices for Storage of Items (personal or Event-related items) or for dressing.

12. GARDEN STAFF.

Lessee understands that at least one Garden staff member shall be present at the event to oversee the Garden per 100 guests (2 if the Event has 200+ guests and so on). Lessee agrees to adhere to all instructions of Garden Staff and or Security Officers on the premises before, during and after the Event.

13. REMOVAL OF INDIVIDUALS.

The Garden reserves the right to remove from the premises any person(s) behaving in a manner considered to be potentially harmful or detrimental to Garden or other guests.

14. VENDORS/SUBCONTRACTORS LIST.

30 days prior to Event, Lessee is responsible for providing a complete list of vendors with contact names, phone numbers and/or email addresses.

Event Set Up/Deliveries

15. Included in the Rental Fee is an allowance of 3 hours prior to the event time for set-up. Any additional time must be scheduled in advance and additional fees may apply.
16. Lessee is solely responsible for all deliveries, setup, breakdown and removal of decorations and event related items.
17. DELIVERIES.
 - a. Lessee or Lessee's designate shall be on site to receive all event-related shipments, vendors and event production service contractors. The Garden Staff will NOT accept responsibility for deliveries, equipment installation, placement or pickups.
 - b. 14 days prior to Event, Lessee is responsible for providing an Event Schedule/Timeline that must include: delivery timeline, arrival times, departure times, areas of the Garden being used as well as any other pertinent information (such as contact names, numbers and email addresses).
18. LOADING AND UNLOADING PROCEDURES.
 - a. All vehicles Loading and Unloading shall be through the Garden gate on 20th Street and Convention Center Drive. All vehicles must use this gate. All vehicles must be removed from the premises immediately after loading or unloading. There is absolutely NO PARKING in the Garden.

FACILITY RENTAL POLICIES AND PROCEDURES



- b. Lessee is solely responsible for damage to the grass foliage, any landscaping items, sprinklers or any other part of the irrigation system, any part of the on-site electrical system, and any damages to the natural stone/pavers in the garden or concrete caused by any event related vehicles during loading and unloading. Failure to comply will result in forfeiture of the damage deposit and the Garden reserves the right to collect from Lessee any charges and/or damages that are not covered by the security deposit.

Facility Management/Event Security

19. FACILITY MANAGEMENT.

A Garden Attendant will be present on the premises during the event to oversee the facility and to ensure that the Garden is properly closed and locked after the event break down. The duties of the staff present during the event relate to the oversight and maintenance of the venue. The staff member(s) are not involved in the security of the Lessee, the Lessee's guests or property. There shall be one Garden Employee present for events less than 100 people. Events with more than 100 attendees will require two garden attendants as discussed above. The Miami Beach Botanical Garden retains the authority to determine the number of employees required for each event.

20. EVENT SECURITY.

The Garden requires the presence of a security officer for all events with over 100 guests or an event that is serving alcohol. The Garden has a security company available if needed and the charge for the officer will be \$25.00 per hour (\$150.00) for the 4 hours of the actual event plus 2 additional hours for breakdown and cleanup. Please note that the security officer fee will be doubled on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Thanksgiving Day, Christmas Eve and Christmas Day. The Garden reserves the right to require additional security officers according to the number of expected guests in attendance. The Garden is NOT responsible for un-invited outside intruders or loss of personal property. You may choose to hire your own licensed and insured company with documentation provided to the Garden no less than 14 days prior to the event.

Parking

- 21. Parking shall be the sole responsibility of the Lessee. Street parking is extremely limited in the Convention Center District. There are several City Garages adjacent to the Garden. Valet parking is highly recommended for events. Upon inquiry, Garden Staff will recommend City of Miami Beach approved vendors.

Restrictions and Prohibited Items

22. NOISE LEVELS.

The Garden is located near residential neighborhoods and a school, which are susceptible to noise from Events. We pride ourselves on being good neighbors. Lessee and guests shall maintain reasonable noise levels and make no public disturbance. All music shall not exceed the sound levels established by the City of Miami Beach.

FACILITY RENTAL POLICIES AND PROCEDURES



23. EVENT TIME RESTRICTIONS.

Events on Friday or Saturday must end at 1:00 a.m. Events on Sunday through Thursday must end at 11:00 p.m.

24. ALCOHOLIC BEVERAGES.

Alcoholic Beverages may not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of the event. It is the sole responsibility of the Lessee to obtain all licenses and permits with regard to the sale or otherwise dispensing of any alcoholic beverage on Garden premises.

25. DECORATION AND LIGHTING.

- a. There is no use of glitter, "silly string," flower petals (natural or otherwise) or confetti on any outdoor garden areas. This includes but is not limited to the tops of tables, centerpieces, bars, etc.
- b. To Protect the Property the use of any tape, thumbtacks, nails, staples, or any similar material, is not allowed upon any wall, ceiling, fencing, or any living plant. Pipe and drape is the only way permitted to drape the indoor rooms.
- c. Affixing Material to Plant Life Prohibited - No material in any form can be affixed to any plant life in the Garden. Violation of this policy will result in the immediate forfeiting of the full amount of the security deposit. This includes but is not limited to fabric, lanterns, candles, string lights, etc.
- d. Open Flame is prohibited - Open flame is prohibited anywhere on the premises unless attended by personnel authorized for such duty by the City of Miami Beach Fire Marshall. Candles may be used only when protected by hurricane lamps or similar glass enclosures that do not allow flames to reach above enclosures.

26. Charcoal Grills are prohibited. Propane gas is allowed in designated areas only.

27. TENTS.

- a. Tents provided by Subcontractors/Vendors are allowed in specifically designated areas only. There are no exceptions.
- b. The Garden requires all Lessees to use our authorized tent vendors that are familiar with the property. No other tent companies will be permitted.
- c. All tents greater than 10' by 12' in size must obtain all appropriate building permits from the City of Miami Beach.

28. ELECTRICAL POWER GENERATORS.

The use of electrical power generators for your event on site must be approved by the Garden and requires a City of Miami Beach electrical permit. The required electrical permit must be secured prior to the event date and posted upon the Garden premises prior to any use.

FACILITY RENTAL POLICIES AND PROCEDURES



29. SUBLEASE OF GARDEN.

Lessee may not sublease without written permission from the Garden. Any such assignment without written permission is VOID.

30. PROHIBITION AGAINST SELF-CATERING.

All Events taking place at the Garden involving food must be professionally catered. No self-catering is permitted. If the proper documentation regarding catering license, insurance and a signed catering contracting is not provided within 30 days of the Event, the Garden has the right to terminate the contract and Lessee will relinquish full security deposit.

31. SMOKING IS PROHIBITED ON ALL GARDEN PROPERTY.

Event Clean Up and Breakdown

32. Lessee is Responsible for all breakdown and removal of decorations and event related items from the Garden property. All items belonging to Lessee and or Lessee's vendors must be removed from Miami Beach Botanical Garden premises immediately following intended usage.

33. RENTAL SUPPLIES AND EQUIPMENT.

All rental supplies and equipment must be delivered the day of the event into the scheduled permitted by Garden Staff and picked up before 2:00 a.m. after the end of the event. If there is no function the next morning, you can pick up additional rentals the next day, the Garden will be open at 9:00 a.m. All rentals must be picked up no later than 12:00 noon. Otherwise, a storage fee of \$250.00 per day will be deducted from Lessee's Deposit.

34. FACILITY CLEANING.

The Garden does not provide after-party clean up service. If caterer cannot, for any reason, provide full clean up, Lessee is responsible for contracting a garden-approved janitorial vendor. When the Lessee/Caterer leaves the Garden, the facility should look as it did when the Lessee/Caterer arrived. Failure to comply with this request will result in a cleaning fee of \$250.00 charged against Lessee's Deposit and may also result in suspension of Caterer's eligibility to cater future events at the Garden.

35. GARBAGE REMOVAL.

All Garbage related to the event must be removed from the premises by Caterer/Lessee and not placed in any of the Garden's trash containers. Caterer needs to provide garbage bags and containers. Failure to comply with this requirement will result in Lessee being charged a \$250.00 trash removal fee against Lessee's Deposit (otherwise refundable).

36. KITCHEN.

Lessee/Caterer is responsible for cleaning of all kitchen surface areas including floors, counter tops, sinks, refrigerator space, and cooking appliances, if any, prior to departure. Failure to comply with this requirement will result in Lessee being charged a \$250.00 cleaning fee against Lessee's Deposit (otherwise refundable).

FACILITY RENTAL POLICIES AND PROCEDURES



Damages to the Facility

37. Lessee is solely responsible for all damage to facilities incurred during the time of facility usage, including outdoor spaces, landscaping and property. This includes any damage, which may result from any of lessee's vendors or suppliers.

If necessary, an itemized invoice will be provided by the Garden to Lessee, no later than 30 days after the event, notifying Lessee of the Garden's intent to withhold the cost of specific damages from Lessee's "Garden Damage Deposit."

The Garden reserves the right to collect from Lessee any charges and/or damages that exceed the Garden Damage Deposit.

Assumption of Risk and Release of Liability

38. Lessee shall indemnify and hold harmless the City of Miami Beach, the Miami Beach Botanical Garden and all officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City of Miami Beach, the Miami Beach Botanical Garden, or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Lessee or its employees, agents, servants, partners, principals subcontractors, or vendors. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of Miami Beach, the Miami Beach Botanical Garden, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Application is not accepted and date is not reserved unless this document is signed and submitted along with the required deposits.

I have read and understand these Policies and Procedures and agree to be bound by the terms of the rental permit.

PRINT NAME

DATE

SIGNATURE

**COMMUNITY PURPOSE -501(C)(3) MEETING RENTAL RATES AND GUIDELINES
MIAMI BEACH BOTANICAL GARDEN 2016**

Miami Beach Botanical Garden provides a naturally picturesque setting and fully equipped meeting facilities for your next Event of Meeting

Rental Rates/Details

* All rental rates are tiered according to the operating budget of the 501(c)(3) organization that is leasing the space. All rates may subject to adjustment to reflect the current market value.

Area: Butterfly Room

- 1. Size: 16' by 31'**
- 2. Capacity:** Venue for 40 people indoors
- 3. Duration:**
 - a. **Daytime Event:** Minimum 8 hour rental (includes set up)
 - b. **Evening Event:** Minimum 4 hour rental (includes set up)
- 4. Amenities:** Flat screen television, internet capabilities, video conferencing
- 5. Tables/Chairs:**
 - a. Tables: 8 foot rectangular banquet tables are included
 - b. Chairs: White padded folding chairs are included
- 6. Pricing:**
- 7. Additional Hours:**

Area: Banyan Room, Terrace and Banyan Lawn

- 1. Size: 30' by 50'**
- 2. Capacity:** Indoor for 100 people; Indoor-Outdoor for 200 people
- 3. Duration:**
 - a. **Daytime Event:** Based on 8 hour rental (includes set up)
 - b. **Evening Event:** Based on 4 hour rental (includes set up)
- 4. Amenities:** Projection screen, podium, wireless internet
- 5. Tables/Chairs:**
 - a. Tables: (12) 8 foot rectangular banquet tables; (12) 60" round tables are included
 - b. Chairs: 200 white folding chairs
- 6. Pricing:**
 - a. **Daytime Event:**
 - b. **Evening Event:**
- 7. Additional Hours:**

Area: Entire Garden

- 1. Size: All Areas of Miami Beach Botanical Garden**
- 2. Capacity: 500 people indoor and outdoor**
- 3. Duration:**
 - a. **Daytime:** Based on 8 hour rental (includes set up time)
 - b. **Evening:** Based on 4 hour rental (includes set up time)
- 4. Amenities:** All amenities from the Butterfly and Banyan Rooms in addition to the beautiful Japanese Garden, fountain and side lawns.
- 5. Tables/Chairs:**
 - a. Tables (12) 8 foot rectangular banquet tables; (12) 60" round tables are included
 - b. Chairs: 200 white folding chairs are included
- 6. Pricing:**
 - a. **Daytime Event:**
 - b. **Evening Event:**
- 7. Additional Hours:**

Deposit/Fee Schedule

- 1. A Deposit of 50%** is required to reserve your desired date. This shall be applied towards the contract balance. **Deposit is refundable for up to 30 days less a \$100.00 processing fee. Requests for cancellation must be made in writing.**
- 2. "Garden Cleaning Fee"?**
- 3. Facilities Attendant Fee?**
- 4. Balance of payment is due 30 days prior to the booking date. Balance of payment is non-refundable.**
- 5. CANCELLATIONS.** Cancellations made for any reason, other than a hurricane watch or warning as described below, following the payment of the deposit will result in the Lessee's forfeiture of the non-refundable deposit. Requests for cancellations must be made in writing.
- 6. CANCELLATIONS DUE TO INCLEMENT WEATHER.** At no time shall the Garden be responsible or liable for inclement or severe weather (such as hurricanes) that may in any way affect Lessee's event at the Garden, directly or indirectly. **The Garden may close to the public in the event of a tropical storm or hurricane watch or warning established for Miami-Dade County.** If the Garden must cancel an event due to preparation for, occurrence, or aftermath of severe weather, the Lessee will be offered an opportunity to select an alternate available date on which to have their event. There shall be no concessions or additional expenses for changing the date; the appropriate fees for the rescheduled event shall apply and the difference,

if any, shall be refunded by the Garden or paid by the Lessee as appropriate. **If the Lessee chooses to cancel their event at the Garden due to the Garden's closing or incapacity to hold the event due to the preparation for, occurrence or aftermath of severe weather, Notice of Cancellation must be made and delivered to the Garden no less than 24 hours prior to the event to receive any refund of rental money.** Notwithstanding the above, the Garden shall in no way be responsible for any consequential damages resulting from closure or other disruptions to operations due to the preparation for, occurrence or aftermath of severe weather.

7. Any event booked within the 30 day period shall be paid in full including the refundable "Garden Cleaning Fee."
8. All fees are subject to 7% Florida Sales Tax
9. **Insurance Premiums** will be quoted and charged \$1 per expected number of participants/projected number of people in attendance.

Catering

Catering is limited to cold food items. Full service catering is not permitted in the meeting rooms. **Please inquire for a list of preferred caterers to provide services. Please advise if an outdoor reception is desired, as additional contract terms shall apply.**

Tables and Chairs

Rental fees include tables and chairs.

Facilities Maintenance

A minimum of one Garden employee will be on duty throughout the event.

Vendors

Client will make all arrangements for all other services and supplies needed for the event. A complete list of vendors with contact names, email address, and/or phone numbers must be provided to the Garden two weeks prior to the booking date.

Additional Policies

1. **Time Restrictions.** The Botanical Garden is open to the public between 9:00 a.m. and 5:00 p.m. If additional hours are requested for setup or breakdown, additional hourly fees shall apply.
2. **Event Schedule and Timeline.** An event schedule and timeline shall be provided to Garden staff at least two weeks prior to the booking. Schedule must include: delivery timeline, arrival times, departure times, set up details as well as any other pertinent information.

3. SMOKING IS NOT PERMITTED IN THE GARDEN

4. Garden objects MAY NOT be moved or altered in any way (works of art, signage).
5. Plants, flowers, trees and structures MAY NOT be cut, altered or moved in any way.
6. **Temporary Installations** within the interior of the space are allowed as long as they are not nailed, stapled or taped to the walls. Permitted installations include but are not limited to rented trees and plants, lighting, sound system, etc. If additional setup is required for a Temporary Installation, this can be arranged in accordance with the Garden schedule. Additional Fees may apply.
7. **No material of any form can be affixed to any plant life. NO EXCEPTIONS.** Violation of this police will result in the immediate forfeiting of the full amount of the **Garden Cleaning Deposit**. This includes but is not limited to fabric, lanterns, candles, string lights, etc.
8. **Breakdown and Storage.** Lessee is responsible for removing all items from the premises immediately after the booking. There shall be no storage for rentals, installations, etc. at the Garden after the event. Failure to follow this policy shall result in forfeiture of the Garden Cleaning Deposit (otherwise refundable).

Garden Condition and Appearance "AS IS"

Lessee is fully aware that the Garden hosts multiple private and public events each week of the year. The Garden Staff works diligently each day in order to maintain the appearance and integrity of the beautiful natural setting you have selected for your event. Please be aware that despite the efforts of staff, wear and tear does occur on the Great Lawn and the plant life from time to time, which can also be made worse by inclement weather. Consider this when booking your event. Lessee agrees to accept the event site in "AS-IS" condition. By executing this contract, Lessee shall be deemed to have accepted the event site in acceptable order, condition and repair.

Assumption of Risk and Release of Liability

Lessee shall indemnify and hold harmless the City of Miami Beach, the Miami Beach Botanical Garden and all officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the City of Miami Beach, the Miami Beach Botanical Garden or its officers, employees, agents, or instrumentalities

may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Permit by the Lessee or its employees, agents, servants, partners, principals subcontractors, or vendors. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of Miami Beach, the Miami Beach Botanical Garden, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Application is not accepted and date is not reserved unless this document is signed and submitted along with the required deposits.

I have read and understand these Policies and Procedures and agree to be bound by the terms of the rental permit.

Print Name

Date

Signature

**MIAMI BEACH GARDEN CONSERVANCY
MANAGEMENT AGREEMENT**

EXHIBIT E

FACILITY RENTAL RATES

Miami Beach Botanical Garden

2006 Facility Rental Rates

Area	Description	Includes	Rental Rate	Add Hours
Butterfly Room	Size- 18' X 35'	1 Table / 24 Chairs	350.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)
Banyan Room	Size- 30' X 50'	12 Tables / 100 chairs	800.00 / 04 Hours	100.00 / Hour
			Security Deposit \$400.00	(includes facility attendant fee)
Great Lawn	Landscaped Area	Space for 600 People	3,000.00 / 04 Hours	150.00 / Hour
			Security Deposit \$1000.00	(includes facility attendant fee)
Japanese Garden	Landscaped Area	Space for 200 People	550.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)
Palm Grove	Landscaped Area	Space for 200 People	550.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)

Please Note:

- ▶ **07% Sales Tax** will be added to all rental amounts due Miami Beach Garden Conservancy.
- ▶ **Staffing charges** are \$24.00 per hour per person utilized.
- ▶ **Insurance premium(s)** shall be quoted and charged based upon projected number of people in attendance and liquor served, if any, upon Miami Beach Garden Conservancy premises.

Please direct all inquiries to 305.673.7256 Ext. 202



Thank you for considering the **Miami Beach Botanical Garden** for your event. Our botanical garden is an urban green space in the center of dynamic 'South Beach' and is located directly opposite the Miami Beach Convention Center. The **Miami Beach Botanical Garden** is an ideal setting for festive occasions such as wedding receptions, gala fund-raisers, art exhibits, concerts, educational and cultural events, as well as meetings, group retreats, seminars and conferences.

The **'Butterfly Room,' 'Banyan Room'** with adjoining **'Terrace,' 'Great Lawn,'** and **'Japanese Garden'**, are for rent year round, subject to prior reservations.

The **'Butterfly Room'** measures 18' X 35' and will comfortably accommodate up to 40 people for classes, seminars and meetings. The rental includes (3)8ft rectangular banquet tables and 40 green padded folding chairs.

The **'Banyan Room'** measures 30' X 50' and seats up to 120 banquet style, 150 for conferences or up to 200 for cocktails. This comfortable light and airy room with high vaulted ceilings and sliding glass doors opens onto a 25' X 50' flagstone **'Terrace'**. The adjacent lawn includes the signature 'Banyan' tree. The rental also includes 100 white resin padded chairs and (12)8ft rectangular banquet tables. Also, (12)60" round tables are available for a fee rental of \$ 7.00 per table.

The **'Great Lawn'** accommodates cultural events, galas and larger weddings of up to 350 and includes a 40 x 60 tent. Upgrades for the tent are available but at an extra cost to the lessee. Also, included are 100 white resin padded chairs and (12)8ft rectangular banquet tables. In addition, (12)60" round tables are available for a fee of \$ 7.00 per table.

The **'Japanese Garden'** is a wonderful location for intimate wedding ceremonies, photo sessions and will accommodate up to 50.

'The Garden' option allows exclusive use of the entire facility. There will be no other private events scheduled at the time of your event. The only exceptions are garden sponsored events which will be scheduled prior to the event start time listed on the contract. In addition to exclusivity, (12) 60" round tables and (12) 8 ft rectangular tables and 200 white resin padded chairs will be included. Lastly, the lessee will have the option to begin set-up as early as 9:00 am on the date of the event. However, the breakdown time limit of 2 hours after the event end time remains the same.

Please Note:

- ▶ No reservations will be held without payment of a deposit as specified by **Miami Beach Botanical Garden**.
- ▶ A non-refundable application fee of \$ 100.00 will be charged to reserve any date and prepare a contract. This amount will be deducted from the security deposit.
- ▶ All money due **Miami Beach Botanical Garden** for date reservations and space rental must be paid in full sixty (60) days prior to event date.

Fees and Policies for Wedding Ceremonies **ONLY**

(These restrictions DO NOT apply to those parties planning wedding receptions or who book BOTH, Reception and ceremony at the Garden)

POLICIES for Ceremonies ONLY

1. Wedding Ceremonies at the Miami Beach Botanical Garden must take place between 10:00 am and finished by 3:30 pm.
2. Photographers are permitted to accompany the group.
3. No food service is allowed.
4. No chairs are allowed in the Japanese Garden.
5. Chairs for the Great Lawn are provided by the Miami Beach Botanical Garden **ONLY** at a fee of \$ 1.75 per chair. You are responsible for all set up and breakdown.
6. There is no use of glitter, 'silly string', flower petals (natural or otherwise) or confetti.
7. No material in any form can be applied to any plant life, with **NO EXCEPTIONS**. Violation of this policy will result in the immediate forfeiting of the full amount of the security deposit. This includes but is not limited to fabric, lanterns, candles, string lights, etc.
8. All other Miami Beach Botanical Garden policies must also be followed.

FEES for Wedding ceremonies

GREAT LAWN (No Tent, No Other Rentals Included)

- \$ 450.00 FOR 2 HOURS
 - Maximum Capacity is 300

JAPANESE GARDEN

- \$ 300.00 FOR 2 HOURS
 - Maximum Capacity is 60

ADDITIONAL FEES

- 7 % TAX
- \$ 25.00 PER HOUR STAFFING FEE
- \$ 250.00 REFUNDABLE SECURITY DEPOSIT (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)
- ANNUAL MEMBERSHIP FEE OF \$50.00 IF NOT YET A MEMBER OF THE GARDEN.
- INSURANCE PREMIUM(S) SHALL BE QUOTED AND CHARGED BASED UPON PROJECTED NUMBER OF PEOPLE IN ATTENDANCE.

**ADDITIONAL AVAILABLE AMENITIES
(OPTIONAL)**

TABLES & CHAIRS

- Twelve Round Tables At \$ 7.00 Each / 60 Inch
- 100 Additional Chairs At \$ 1.75 Each -White Resin Padded Chairs

Tents

You Can Place Your Order Through The Garden Or You May Contract With A Third Party To Provide A Tent For Your Needs. Any Rental Company Must Comply With All Garden Regulations.

For All Inquiries Including Pricing, Please Contact The Marketing Manager

LIGHTS

- 22 Par Cans On Bases At \$ 7.00 Each Or \$ 15.00 Each With Installation

PODIUM & MICROPHONE

- \$ 50.00 Per Event Per Day

EASELS

- 3 Aluminum Easels - \$ 2.50 Each

**Please direct all inquiries to:
dherrera@mbgarden.org / 305.673.7256 Ext. 202**

Policies and Procedures -Facility Rental-

The **Miami Beach Botanical Garden** has established policies and procedures pertaining to space rental and facilities utilization at the **Miami Beach Botanical Garden**. These policies and procedures include, but are not necessarily limited to, the following:

1. **Miami Beach Botanical Garden** facilities may be rented only when there are no regularly scheduled events.
2. All events taking place at the **Miami Beach Botanical Garden**, involving food, must be professionally catered. NO self catering is permitted. If the proper documentation regarding catering license, insurance and a signed cater contract is not provided within 30 days of the event, the **Miami Beach Garden Conservancy** has the right to terminate the contract and no refund will be provided.
3. The **Miami Beach Botanical Garden** Cancellation Policy requires **Lessee** to cancel sixty (60) days prior the event date without penalty. Notice of cancellation must be sent in writing through certified mail. If notice of cancellation is received fewer than 60 days before the event date, we will keep the security deposit.

If notice of cancellation is received thirty (30) days prior the event date, the **Lessee** shall be obligated to pay 50% of the rent due to **Miami Beach Botanical Garden**. Should **Lessee** cancel less than thirty (30) days from event date, **Lessee** shall be obligated to pay 100% of the rent.

 - Notice of Cancellation due to weather conditions determined to be dangerous must be made and delivered to **Miami Beach Botanical Garden** no less than twenty-four [24] hours prior to the event to receive any refund of rental money. All rental fees are deemed to be earned due and payable if **Lessee** does not comply with this requirement.
4. **Lessee** must observe the hours of use as specified by **Miami Beach Botanical Garden**. Space rental is valid only for the date(s) specified in the executed Rental Agreement. There is an allowance of 3 hours prior to the event time for set-up and 2 hours after the event for clean-up. Any time needed outside of this must be scheduled in advance for a fee of \$75.00 per hour. However, this is subject to availability of staff and previously scheduled events.
5. **Lessee** agrees to abide by all City, County, and State Laws while using the **Miami Beach Botanical Garden** facilities.
6. City of Miami Beach 'Fire Code' provides for the immediate closure of any **Miami Beach Botanical Garden** room exceeding the posted room capacity.
7. **Lessee** shall be responsible for the conduct of all persons occupying the **Miami Beach Botanical Garden** facilities during the hours and date(s) of the Rental Agreement
8. **Lessee and guests** shall maintain reasonable quiet and make no public disturbance.
9. All events must end at 1:00 AM or before on Friday or Saturday. No event is allowed beyond 11:00 PM Sunday through Thursday.
10. All music must be confined indoor and shall not exceed the sound levels established by the **City of Miami Beach**.
11. It is the sole responsibility of the **Lessee** to obtain all licenses and permits with regard to the sale or otherwise dispensing of any alcoholic beverage upon **Miami Beach Botanical Garden** property. Alcoholic beverages may not be consumed by anyone less than 21 years of age. Violation of this term shall be grounds for immediate termination of the event.

12. Lessee shall be responsible for all damage to facilities incurred during the time of facility usage, including outdoor spaces, landscaping and property. This includes any damage which may result from any of the lessee's vendors or suppliers.
13. There shall be no responsibility on behalf of the **City of Miami Beach** and or the **Miami Beach Botanical Garden** for any lost or stolen or damaged property belonging Lessee, guest of lessee or vendor upon the **Miami Beach Botanical Garden** premises.
14. Lessee must provide an original and current Certificate of Insurance to the **Miami Beach Botanical Garden** at least thirty (30) days prior facility usage or event confirming the following insurance has been obtained and is in place:
 - a. Workers Compensation, per Florida Statute pertaining to same, for any employee of the Lessee that works in any capacity upon the **Miami Beach Botanical Garden** premises.
 - b. Commercial General Liability in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Depending on facility usage or the event, Products Liability and or Liquor Liability may also be required. This insurance policy must name the **City of Miami Beach** and the **Miami Beach Botanical Garden, 2000 Convention Center Dr., Miami Beach, FL 33139** as an 'ADDITIONAL INSURED' and be issued by an insurance company acceptable to the Venue.
15. Lessee is solely responsible for all setup, breakdown and removal of all decorations and event related items. All items belonging to Lessee and or Lessee's vendors must be removed from **Miami Beach Botanical Garden** premises immediately following intended usage. No facility is available for the storage of pre or post event items. A fee determined reasonable by the **Miami Beach Botanical Garden**, which can include the full amount, will be deducted from the security deposit if facility staff is needed to remove above mentioned materials and or all related items.
16. Regarding decoration materials and lighting.
 - No material in any form can be applied to any plant life, there are NO EXCEPTIONS. Violation of this policy will result in the immediate forfeiting of the full amount of the security deposit. This includes but is not limited to, fabric, lanterns, candles, string lights, etc.
 - The use of any tape, thumbtacks, nails, staples or any similar material, is not allowed upon any interior or exterior wall, ceiling, fencing or any living plant.
 - There is no use of glitter, 'silly string', flower petals (natural or otherwise) or confetti on any outdoor garden areas, this includes but is not limited to the tops of tables, centerpieces, bars, etc.
17. Lessee or Lessee's designate shall be on site to receive all event related shipments, vendors and event production services contractors. The **Miami Beach Botanical Garden** staff will NOT accept responsibility for deliveries, equipment installation, placement or pick ups.
18. All vehicles loading and unloading shall be through the **Miami Beach Botanical Garden** gate on 19th Street. All allowed vehicles must utilize the paved vehicular access roadways ONLY. There are no exceptions. ALL vehicles must be removed from premises immediately after loading or unloading. There is no vehicular parking on premises. Lessee is solely responsible for any damage to the grass, foliage, any landscaping items, sprinklers or any other part of the irrigation system or any part of the on site electrical system caused by any event related vehicle(s). Failure to comply with the above mentioned will result in the retention of the lessee's security deposit.
19. The **Miami Beach Botanical Garden** retains the authority to determine the number of employees required for each event.
20. No payment of any kind shall be made to the order of any **Miami Beach Botanical Garden** employee.
21. No charcoal grills are allowed. Propane gas cooking is allowed in **Miami Beach Botanical Garden** designated areas only.

22. Open flame is not permitted anywhere on premises unless attended by personnel authorized for such duty by the **City of Miami Beach** Fire Marshal. Candles may be used only when protected by hurricane lamp or similar glass enclosure that does not allow flame to reach above flame enclosure.
23. **Lessee** is responsible for the removal of all event related trash. There is no dumpster on site. Failure to comply with this requirement will result in the **Lessee** being charged a trash removal and cleaning fee against **Lessee's** deposit, approximately \$ 250.00.
24. **Lessee** is responsible for the cleaning of all kitchen surface areas including floors, counter tops, sinks, refrigerator space, and cooking appliances, if any, prior to departure. Failure to comply with this requirement will result in **Lessee** being charged a cleaning fee against **Lessee's** deposit, approximately, \$ 250.00.
25. It should be clearly understood that the duties of the Miami Beach Botanical Garden staff concern only the security of the site not of the lessee's guests or the lessee's themselves as well as to be a representative of the grounds **ONLY**. Miami Beach Botanical Garden staff shall be present to supervise the building and grounds during the function and to close the building and grounds after the function ends.
26. Tents, provided by **Miami Beach Botanical Gardens'** production services contractors are allowed in specifically designated areas only. There are no exceptions. In addition, according to the City of Miami Beach all tents larger than 10' x 10' must have permits.
27. The use of any **Miami Beach Botanical Garden** approved electrical power generator(s) on site requires a City of Miami Beach electrical permit. The required electrical permit must be secured prior to the event date and posted upon the **Miami Beach Botanical Garden** premises prior to any use.
28. **Lessee** may not sublease without **Miami Beach Botanical Garden** written permission. Any such assignment by **Lessee** is void.
29. Rental contract will not be considered final and date will not be reserved unless this document is signed and submitted.

Lessee (print)

Lessee Signature

Date

Policies and Procedures - Catering and Caterers

The **Miami Beach Botanical Garden** has established policies and procedures pertaining to space rental and utilization. These policies and procedures include, but are not limited to, the following:

GENERAL:

1. 1. All **Caterers** must be licensed and have current licenses and certificates in hand. Copies of current liquor license, if any is required, must be given to **Miami Beach Botanical Garden** no later than thirty (30) days prior to the event load in date. There are no exceptions.
2. All **Caterers** must provide an original and current Certificate of Insurance to the **Miami Beach Garden Conservancy** at least thirty (30) days prior to **Miami Beach Botanical Garden** facility usage or event confirming the following insurance has been obtained and is in place:
 - a. Workers Compensation, per Florida Statute pertaining to same, for any employee of the **Lessee** that works in any capacity upon the **Miami Beach Botanical Garden** premises.
 - b. Commercial General Liability in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Depending on facility usage or the event, Products Liability and or Liquor Liability may also be required. This insurance policy must name the **City of Miami Beach** and the **Miami Beach Botanical Garden, 2000 Convention Center Dr., Miami Beach, Fl 33139** as an 'ADDITIONAL INSURED' and be issued by an insurance company acceptable to the **Venue**.
3. The use of any tape is not allowed upon any interior or exterior wall, ceiling, fencing or any living plant. The use of staples, nails, thumbtacks or push pins is not allowed. The use of rice, glitter, 'silly string' or confetti is not allowed.
4. All catering staff must adhere to all instructions given by **Miami Beach Botanical Garden** staff.

RENTALS:

1. All rental supplies and equipment must be delivered the day of the event and picked up before 2:00 am after the end of the event. If you wish to pick up rentals the following morning, the garden will be open as of 9:00 am; all rentals must be picked up no later than 12:00 noon. Otherwise, a storage fee of \$25.00 a day will be deducted from the **Lessee's** security deposit.
2. All delivery trucks must remain on the paved road only. There is no parking or offloading on any grass, mulch, stone or other surface.

PARKING:

1. All vehicles loading and unloading shall be through the **Miami Beach Botanical Garden** gate on 19th Street. All allowed vehicles must utilize the paved vehicular access roadways **ONLY**. There are no exceptions. **Lessee** is solely responsible for any damage to the grass, foliage, any landscaping items, sprinklers or any other part of the irrigation system or any part of the on site electrical system caused by any event related vehicle(s). Failure to comply with the above mentioned will result in the retention of the **lessee's** security deposit.
2. **ALL** vehicles must be removed from premises immediately after unloading and loading. There is absolutely **NO PARKING** allowed in the garden. All vehicles remaining after unloading **WILL** be towed at the owner's expense.

KITCHEN:

1. The designated kitchen area must be left in the same condition as found. All areas are to be cleaned. This includes but is not limited to sink, counters, floors, oven, cooler and refrigerator. **Failure to comply with this request may result in the suspension of your eligibility to cater any events at Miami Beach Botanical Garden and the loss of the Lessee's security deposit.**
2. **DO NOT** throw away any cooking related debris such as but not limited to oil, food, ice on plants or in anything other than appropriate waste receptacles.
3. **DO NOT** place ovens, fryers, etc on or near any plants.

CLEAN UP:

1. **ALL** garbage related to the event must be **REMOVED** from the premises by **Caterer** and **NOT** be placed in **ANY Miami Beach Botanical Garden** trash containers. Failure to comply with this request may result in a suspension of **Caterer's** eligibility to cater events at **Miami Beach Botanical Garden** and the loss of the **Lessee's** security deposit.
2. The garden grounds and facilities must be left clean. This includes all surrounding areas of the rental including loggia, kitchen/kitchen appliances and adjacent gardens. **If facility is not left according to the above mentioned guidelines the lessee's security deposit will be automatically forfeited.**

I have read and fully understand the herein listed Policies and Procedures. Signature indicates agreement to abide by all the above mentioned guidelines.

Caterer Name (print)

Lessee (print)

Caterer Signature:

Lessee Signature

Company

Date

Miami Beach Botanical Garden Proposal New Rental Rates

AREA	DESCRIPTION	INCLUDES	RENTAL RATE	ADD HOURS
Butterfly Room	Size- 18' X 35' Venue for 40 People	3 Tables and 40 Chairs	\$350.00 / 04 Hours Event And A Security Deposit: \$ 250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 100.00 Per Add Hour
Banyan Room, Terrace & Great Lawn	Room Size 30' x 50' Venue for 100-300 People	(12) 8 ft rectangular banquet tables & 100 folding chairs	\$ 2,500.00 / 04 Hours Event And A Security Deposit: \$800.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 200.00 Per add Hour (includes facility attendant fee)
Japanese Garden	Venue for 50 People Landscaped Area	For Ceremonies and Cocktails receptions ONLY	\$550.00 / 04 Hours Event And A Security Deposit: \$250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 125.00 Per Add Hour (includes facility attendant fee)
The Entire Garden	All areas Venue for 500 People	(12) 8 ft rectangular banquet tables & (12) 60" round tables & 200 folding chairs	\$ 4,500.00 / 4 Hours Event And A Security Deposit: \$2000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 500.00 Per Add Hour (includes facility attendant fee)

Please Note: Additional fees to the base rental fee and security deposit will be charge:

- ▶ Annual Membership fee of \$50.00. If not yet a member of the garden.
- ▶ 7% Sales Tax to all rental amounts due Miami Beach Botanical Garden.
- ▶ Fee for Garden Attendant is \$25.00 an hour and \$125.00 fee for janitorial services.
- ▶ Insurance premium(s) charge \$ 1.00 per expected number of participants/projected number of people in attendance and liquor sold, if any, upon Miami Beach Botanical Garden premises.

Miami Beach Resident Rate \$ 1,500.00 plus additional fees.
(Please provide ID proof or utility bills)

2012 Facility Rental Rates

AREA	DESCRIPTION	INCLUDES	RENTAL RATE	ADD HOURS
Butterfly Room	Size- 18' X 35' Venue for 40 People	3 Tables and 40 Chairs	\$350.00 / 04 Hours Event And A Security Deposit: \$ 250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 100.00/ Hour
Banyan Room and Terrace	Size 30' x 50' Venue175 People	(12) 8 ft rectangular banquet tables & 100 folding chairs	\$ 850.00 / 04 Hours Event And A Security Deposit: \$400.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 175.00 / Hour (includes facility attendant fee)
Great Lawn & Courtyard	Venue for 300 People Landscaped Area	A 40 x 60 Tent (12) 8 ft rectangular banquet tables & 100 folding chairs	\$2500/ 04 Hours Event And A Security Deposit: \$1000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 225.00 / Hour (includes facility attendant fee)
Japanese Garden	Venue for 50 People Landscaped Area	For Ceremonies and Cocktails receptions ONLY	\$550.00 / 04 Hours Event And A Security Deposit: \$250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 125.00 / Hour (includes facility attendant fee)
The Entire Garden	All areas Venue for 500 People	(12) 8 ft rectangular banquet tables & (12) 60" round tables & 200 folding chairs	\$ 4,500.00 / 4 Hours Event And A Security Deposit: \$2000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 500.00 / Hour (includes facility attendant fee)

Please Note: Additional fees to the rental fee and security deposit will be charge:

- ▶ Annual Membership fee of \$50.00. If not yet a member of the garden.
- ▶ 7% Sales Tax to all rental amounts due Miami Beach Botanical Garden.
- ▶ Fee for Garden Attendant is \$25.00 an hour and \$125.00 fee for janitorial services.
- ▶ Insurance premium(s) charge \$ 1.00 per expected number of participants/projected number of people in attendance and liquor sold, if any, upon Miami Beach Botanical Garden premises.

**MIAMI BEACH GARDEN CONSERVANCY
MANAGEMENT AGREEMENT**

EXHIBIT E

FACILITY RENTAL RATES

Miami Beach Botanical Garden 2006 Facility Rental Rates

Area	Description	Includes	Rental Rate	Add Hours
Butterfly Room	Size- 18' X 35'	1 Table / 24 Chairs	350.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)
Banyan Room	Size- 30' X 50'	12 Tables / 100 chairs	800.00 / 04 Hours	100.00 / Hour
			Security Deposit \$400.00	(includes facility attendant fee)
Great Lawn	Landscaped Area	Space for 600 People	3,000.00 / 04 Hours	150.00 / Hour
			Security Deposit \$1000.00	(includes facility attendant fee)
Japanese Garden	Landscaped Area	Space for 200 People	550.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)
Palm Grove	Landscaped Area	Space for 200 People	550.00 / 04 Hours	75.00 / Hour
			Security Deposit \$250.00	(includes facility attendant fee)

Please Note:

- ▶ 07% Sales Tax will be added to all rental amounts due Miami Beach Garden Conservancy.
- ▶ Staffing charges are \$24.00 per hour per person utilized.
- ▶ Insurance premium(s) shall be quoted and charged based upon projected number of people in attendance and liquor served, if any, upon Miami Beach Garden Conservancy premises.

Please direct all inquiries to 305.673.7256 Ext. 202



Thank you for considering the **Miami Beach Botanical Garden** for your event. Our botanical garden is an urban green space in the center of dynamic 'South Beach' and is located directly opposite the Miami Beach Convention Center. The **Miami Beach Botanical Garden** is an ideal setting for festive occasions such as wedding receptions, gala fund-raisers, art exhibits, concerts, educational and cultural events, as well as meetings, group retreats, seminars and conferences.

The **'Butterfly Room,' 'Banyan Room'** with adjoining **'Terrace,' 'Great Lawn,'** and **'Japanese Garden'**, are for rent year round, subject to prior reservations.

The **'Butterfly Room'** measures 18' X 35' and will comfortably accommodate up to 40 people for classes, seminars and meetings. The rental includes (3)8ft rectangular banquet tables and 40 green padded folding chairs.

The **'Banyan Room'** measures 30' X 50' and seats up to 120 banquet style, 150 for conferences or up to 200 for cocktails. This comfortable light and airy room with high vaulted ceilings and sliding glass doors opens onto a 25' X 50' flagstone **'Terrace'**. The adjacent lawn includes the signature 'Banyan' tree. The rental also includes 100 white resin padded chairs and (12)8ft rectangular banquet tables. Also, (12)60" round tables are available for a fee rental of \$ 7.00 per table.

The **'Great Lawn'** accommodates cultural events, galas and larger weddings of up to 350 and includes a 40 x 60 tent. Upgrades for the tent are available but at an extra cost to the lessee. Also, included are 100 white resin padded chairs and (12)8ft rectangular banquet tables. In addition, (12)60" round tables are available for a fee of \$ 7.00 per table.

The **'Japanese Garden'** is a wonderful location for intimate wedding ceremonies, photo sessions and will accommodate up to 50.

'The Garden' option allows exclusive use of the entire facility. There will be no other private events scheduled at the time of your event. The only exceptions are garden sponsored events which will be scheduled prior to the event start time listed on the contract. In addition to exclusivity, (12) 60" round tables and (12) 8 ft rectangular tables and 200 white resin padded chairs will be included. Lastly, the lessee will have the option to begin set-up as early as 9:00 am on the date of the event. However, the breakdown time limit of 2 hours after the event end time remains the same.

Please Note:

- ▶ No reservations will be held without payment of a deposit as specified by **Miami Beach Botanical Garden**.
- ▶ A non-refundable application fee of \$ 100.00 will be charged to reserve any date and prepare a contract. This amount will be deducted from the security deposit.
- ▶ All money due **Miami Beach Botanical Garden** for date reservations and space rental must be paid in full sixty (60) days prior to event date.

Fees and Policies for Wedding Ceremonies **ONLY**

(These restrictions DO NOT apply to those parties planning wedding receptions or who book BOTH, Reception and ceremony at the Garden)

POLICIES for Ceremonies ONLY

1. Wedding Ceremonies at the Miami Beach Botanical Garden must take place between 10:00 am and finished by 3:30 pm.
2. Photographers are permitted to accompany the group.
3. No food service is allowed.
4. No chairs are allowed in the Japanese Garden.
5. Chairs for the Great Lawn are provided by the Miami Beach Botanical Garden **ONLY** at a fee of \$ 1.75 per chair. You are responsible for all set up and breakdown.
6. There is no use of glitter, 'silly string', flower petals (natural or otherwise) or confetti.
7. No material in any form can be applied to any plant life, with **NO EXCEPTIONS**. Violation of this policy will result in the immediate forfeiting of the full amount of the security deposit. This includes but is not limited to fabric, lanterns, candles, string lights, etc.
8. All other Miami Beach Botanical Garden policies must also be followed.

FEES for Wedding ceremonies

GREAT LAWN (No Tent, No Other Rentals Included)

- \$ 450.00 FOR 2 HOURS
 - Maximum Capacity is 300

JAPANESE GARDEN

- \$ 300.00 FOR 2 HOURS
 - Maximum Capacity is 60

ADDITIONAL FEES

- 7 % TAX
- \$ 25.00 PER HOUR STAFFING FEE
- \$ 250.00 REFUNDABLE SECURITY DEPOSIT (**From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded**)
- ANNUAL MEMBERSHIP FEE OF \$50.00 IF NOT YET A MEMBER OF THE GARDEN.
- INSURANCE PREMIUM(S) SHALL BE QUOTED AND CHARGED BASED UPON PROJECTED NUMBER OF PEOPLE IN ATTENDANCE.

**ADDITIONAL AVAILABLE AMENITIES
(OPTIONAL)**

TABLES & CHAIRS

- Twelve Round Tables At \$ 7.00 Each / 60 Inch
- 100 Additional Chairs At \$ 1.75 Each -White Resin Padded Chairs

Tents

You Can Place Your Order Through The Garden Or You May Contract With A Third Party To Provide A Tent For Your Needs. Any Rental Company Must Comply With All Garden Regulations.

For All Inquiries Including Pricing, Please Contact The Marketing Manager

LIGHTS

- 22 Par Cans On Bases At \$ 7.00 Each Or \$ 15.00 Each With Installation

PODIUM & MICROPHONE

- \$ 50.00 Per Event Per Day

EASELS

- 3 Aluminum Easels - \$ 2.50 Each

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Policies and Procedures -Facility Rental-

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3. The **Miami Beach Botanical Garden** Cancellation Policy requires **Lessee** to cancel sixty (60) days prior the event date without penalty. Notice of cancellation must be sent in writing through certified mail. If notice of cancellation is received fewer than 60 days before the event date, we will keep the security deposit.

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 - Notice of Cancellation due to weather conditions determined to be dangerous must be made and delivered to **Miami Beach Botanical Garden** no less than twenty-four [24] hours prior to the event to receive any refund of rental money. All rental fees are deemed to be earned due and payable if **Lessee** does not comply with this requirement.
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6. City of Miami Beach 'Fire Code' provides for the immediate closure of any **Miami Beach Botanical Garden** room exceeding the posted room capacity.
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10. All music must be confined indoor and shall not exceed the sound levels established by the **City of Miami Beach**.
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12. Lessee shall be responsible for all damage to facilities incurred during the time of facility usage, including outdoor spaces, landscaping and property. This includes any damage which may result from any of the lessee's vendors or suppliers.
13. There shall be no responsibility on behalf of the **City of Miami Beach** and or the **Miami Beach Botanical Garden** for any lost or stolen or damaged property belonging Lessee, guest of lessee or vendor upon the **Miami Beach Botanical Garden** premises.
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20. No payment of any kind shall be made to the order of any **Miami Beach Botanical Garden** employee.
21. No charcoal grills are allowed. Propane gas cooking is allowed in **Miami Beach Botanical Garden** designated areas only.

22. Open flame is not permitted anywhere on premises unless attended by personnel authorized for such duty by the **City of Miami Beach Fire Marshal**. Candles may be used only when protected by hurricane lamp or similar glass enclosure that does not allow flame to reach above flame enclosure.
23. Lessee is responsible for the removal of all event related trash. There is no dumpster on site. Failure to comply with this requirement will result in the Lessee being charged a trash removal and cleaning fee against Lessee's deposit, approximately \$ 250.00.
24. Lessee is responsible for the cleaning of all kitchen surface areas including floors, counter tops, sinks, refrigerator space, and cooking appliances, if any, prior to departure. Failure to comply with this requirement will result in Lessee being charged a cleaning fee against Lessee's deposit, approximately, \$ 250.00.
25. It should be clearly understood that the duties of the Miami Beach Botanical Garden staff concern only the security of the site not of the lessee's guests or the lessee's themselves as well as to be a representative of the grounds **ONLY**. Miami Beach Botanical Garden staff shall be present to supervise the building and grounds during the function and to close the building and grounds after the function ends.
26. Tents, provided by **Miami Beach Botanical Gardens'** production services contractors are allowed in specifically designated areas only. There are no exceptions. In addition, according to the City of Miami Beach all tents larger than 10' x 10' must have permits.
27. The use of any **Miami Beach Botanical Garden** approved electrical power generator(s) on site requires a City of Miami Beach electrical permit. The required electrical permit must be secured prior to the event date and posted upon the **Miami Beach Botanical Garden** premises prior to any use.
28. Lessee may not sublease without **Miami Beach Botanical Garden** written permission. Any such assignment by Lessee is void.
29. Rental contract will not be considered final and date will not be reserved unless this document is signed and submitted.

Lessee (print)

Lessee Signature

Date

Policies and Procedures - Catering and Caterers

The **Miami Beach Botanical Garden** has established policies and procedures pertaining to space rental and utilization. These policies and procedures include, but are not limited to, the following:

GENERAL:

1. 1. All **Caterers** must be licensed and have current licenses and certificates in hand. Copies of current liquor license, if any is required, must be given to **Miami Beach Botanical Garden** no later than thirty (30) days prior to the event load in date. There are no exceptions.
2. All **Caterers** must provide an original and current Certificate of Insurance to the **Miami Beach Garden Conservancy** at least thirty (30) days prior to **Miami Beach Botanical Garden** facility usage or event confirming the following insurance has been obtained and is in place:
 - a. Workers Compensation, per Florida Statute pertaining to same, for any employee of the **Lessee** that works in any capacity upon the **Miami Beach Botanical Garden** premises.
 - b. Commercial General Liability in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Depending on facility usage or the event, Products Liability and or Liquor Liability may also be required. This insurance policy must name the **City of Miami Beach** and the **Miami Beach Botanical Garden, 2000 Convention Center Dr., Miami Beach, Fl 33139** as an 'ADDITIONAL INSURED' and be issued by an insurance company acceptable to the **Venue**.
3. The use of any tape is not allowed upon any interior or exterior wall, ceiling, fencing or any living plant. The use of staples, nails, thumbtacks or push pins is not allowed. The use of rice, glitter, 'silly string' or confetti is not allowed.
4. All catering staff must adhere to all instructions given by **Miami Beach Botanical Garden** staff.

RENTALS:

1. All rental supplies and equipment must be delivered the day of the event and picked up before 2:00 am after the end of the event. If you wish to pick up rentals the following morning, the garden will be open as of 9:00 am; all rentals must be picked up no later than 12:00 noon. Otherwise, a storage fee of \$25.00 a day will be deducted from the Lessee's security deposit.
2. All delivery trucks must remain on the paved road only. There is no parking or offloading on any grass, mulch, stone or other surface.

PARKING:

1. All vehicles loading and unloading shall be through the **Miami Beach Botanical Garden** gate on 19th Street. All allowed vehicles must utilize the paved vehicular access roadways **ONLY**. There are no exceptions. **Lessee** is solely responsible for any damage to the grass, foliage, any landscaping items, sprinklers or any other part of the irrigation system or any part of the on site electrical system caused by any event related vehicle(s). Failure to comply with the above mentioned will result in the retention of the lessee's security deposit.
2. **ALL** vehicles must be removed from premises immediately after unloading and loading. There is absolutely **NO PARKING** allowed in the garden. All vehicles remaining after unloading **WILL** be towed at the owner's expense.

KITCHEN:

1. The designated kitchen area must be left in the same condition as found. All areas are to be cleaned. This includes but is not limited to sink, counters, floors, oven, cooler and refrigerator. **Failure to comply with this request may result in the suspension of your eligibility to cater any events at Miami Beach Botanical Garden and the lose of the Lessee's security deposit.**
2. **DO NOT** throw away any cooking related debris such as but not limited to oil, food, ice on plants or in anything other than appropriate waste receptacles.
3. **DO NOT** place ovens, fryers, etc on or near any plants.

CLEAN UP:

1. **ALL** garbage related to the event must be **REMOVED** from the premises by **Caterer** and **NOT** be placed in **ANY Miami Beach Botanical Garden** trash containers. Failure to comply with this request may result in a suspension of **Caterer's** eligibility to cater events at **Miami Beach Botanical Garden** and the lose of the **Lessee's** security deposit.
2. The garden grounds and facilities must be left clean. This includes all surrounding areas of the rental including loggia, kitchen/kitchen appliances and adjacent gardens. **If facility is not left according to the above mentioned guidelines the lessee's security deposit will be automatically forfeited.**

I have read and fully understand the herein listed Policies and Procedures. Signature indicates agreement to abide by all the above mentioned guidelines.

Caterer Name (print)

Lessee (print)

Caterer Signature:

Lessee Signature

Company

Date

Miami Beach Botanical Garden Proposal New Rental Rates

AREA	DESCRIPTION	INCLUDES	RENTAL RATE	ADD HOURS
Butterfly Room	Size- 18' X 35' Venue for 40 People	3 Tables and 40 Chairs	\$350.00 / 04 Hours Event And A Security Deposit: \$ 250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 100.00 Per Add Hour
Banyan Room, Terrace & Great Lawn	Room Size 30' x 50' Venue for 100-300 People	(12) 8 ft rectangular banquet tables & 100 folding chairs	\$ 1,500.00 / 04 Hours Event And A Security Deposit: \$800.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 200.00 Per add Hour (includes facility attendant fee)
Japanese Garden	Venue for 50 People Landscaped Area	For Ceremonies and Cocktails receptions ONLY	\$550.00 / 04 Hours Event And A Security Deposit: \$250.00 (From this deposit we will retain a non-refundable application fee of \$ 200.00 that won't be refunded)	\$ 125.00 Per Add Hour (includes facility attendant fee)
The Entire Garden	All areas Venue for 500 People	(12) 8 ft rectangular banquet tables & (12) 60" round tables & 200 folding chairs	\$ 4,500.00 / 4 Hours Event And A Security Deposit: \$2000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 500.00 Per Add Hour (includes facility attendant fee)

Please Note: Additional fees to the base rental fee and security deposit will be charge:

- ▶ Annual Membership fee of \$50.00. If not yet a member of the garden.
- ▶ 7% Sales Tax to all rental amounts due Miami Beach Botanical Garden.
- ▶ Fee for Garden Attendant is \$25.00 an hour and \$125.00 fee for janitorial services.
- ▶ Insurance premium(s) charge \$ 1.00 per expected number of participants/projected number of people in attendance and liquor sold, if any, upon Miami Beach Botanical Garden premises.

Miami Beach Resident Rate \$ 1,500.00 plus additional fees.

(Please provide ID proof or utility bills)

2012 Facility Rental Rates

AREA	DESCRIPTION	INCLUDES	RENTAL RATE	ADD HOURS
Butterfly Room	Size- 18' X 35' Venue for 40 People	3 Tables and 40 Chairs	\$350.00 / 04 Hours Event And A Security Deposit: \$ 250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 100.00/ Hour
Banyan Room and Terrace	Size 30' x 50' Venue 175 People	(12) 8 ft rectangular banquet tables & 100 folding chairs	\$ 850.00 / 04 Hours Event And A Security Deposit: \$400.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 175.00 / Hour (includes facility attendant fee)
Great Lawn & Courtyard	Venue for 300 People Landscaped Area	A 40 x 60 Tent (12) 8 ft rectangular banquet tables & 100 folding chairs	\$2500/ 04 Hours Event And A Security Deposit: \$1000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 225.00 / Hour (includes facility attendant fee)
Japanese Garden	Venue for 50 People Landscaped Area	For Ceremonies and Cocktails receptions ONLY	\$550.00 / 04 Hours Event And A Security Deposit: \$250.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 125.00 / Hour (includes facility attendant fee)
The Entire Garden	All areas Venue for 500 People	(12) 8 ft rectangular banquet tables & (12) 60" round tables & 200 folding chairs	\$ 4,500.00 / 4 Hours Event And A Security Deposit: \$2000.00 (From this deposit we will retain a non-refundable application fee of \$ 100.00 that won't be refunded)	\$ 500.00 / Hour (includes facility attendant fee)

Please Note: Additional fees to the rental fee and security deposit will be charge:

- ▶ **Annual Membership fee of \$50.00. If not yet a member of the garden.**
- ▶ **7% Sales Tax to all rental amounts due Miami Beach Botanical Garden.**
- ▶ **Fee for Garden Attendant is \$25.00 an hour and \$125.00 fee for janitorial services.**
- ▶ **Insurance premium(s) charge \$ 1.00 per expected number of participants/projected number of people in attendance and liquor sold, if any, upon Miami Beach Botanical Garden premises.**

**MIAMI BEACH GARDEN CONSERVANCY
PROGRAMING**

EXHIBIT B



MARKETING PLAN 2006-2007

The strategic marketing plan designed to promote the Miami Beach Botanical Garden includes the following elements:

- **New releases:**

News releases announcing artistic performances, our season schedule of events, free daily garden tours, lectures and demonstrations, awards and honors, Board appointments, and "news" items will be written and distributed to the media on a regular basis with 3-4 releases issued each month.

- **Press kit:**

Our comprehensive Press Kit includes fact sheet, history, news releases, garden photos, the quarterly Garden newsletter, list of Board of Directors, rack brochure, flyers and collateral material, including list of lectures and educational programs.

- **Journalistic source:**

Reporters and editors are regularly contacted to establish the availability of Garden representatives (Board members, horticulturist and executive director) for interviews and as a source for cultural events at the Garden, community happenings stories, environmental education, plant questions

- **By-lined articles:**

To reinforce the experience and expertise of our Garden staff and community outreach, a series of articles are tailored for local newspapers and magazines

- **Garden Brochure:**

25,000 copies of a new Botanical Garden rack card that promotes cultural events, tours, lectures and demonstrations, and community programs has been designed as in-kind contribution by Minerva Designs and printed by Royal Caribbean

- **Website:**

News releases and promotional materials developed for the Garden are posted on our website to help update and enhance the site www.mbgarden.org

- **Newsletter:**

3,000 copies of our newsletter are printed and distributed quarterly with feature stories of performances and events at the Garden events, a cultural happenings calendar, tours, educational programs, profile of volunteers, gardening columns. (Sample attached)

- **E-flyers**

A series of e-mail flyers are distributed to a database of more than 5,000 individuals to publicize performances, lectures, workshops and events at the Garden. These prove cost effective public relations when compared to escalating postage rates.

- **Cultural Liaison**

The Garden's staff and Board serve on a number of high profile community organizations and are affiliated with such organizations as the Dade Cultural Alliance, the Miami Beach Arts Trust, New World Symphony, Bass Museum and a personally and support the development of arts in the community.



"Cultivating Arts in the Garden"
Schedule 2006 - 2007

The "Arts in the Garden" program, a year-round series of cultural events at the Miami Beach Botanical Garden features visual and performing arts and exhibitions. The venue includes the Banyan Room and Terrace, accommodating audiences of 120+, the Great Lawn with open-air performances for audiences of 600+ and the Japanese Garden. The season schedule of artistic performances and events includes:

October 2006

Art Exhibition. A solo show by internationally acclaimed watercolorist Cassie Winters – October 19 to 27, 2006 A master of the art of watercolor, her intricate works explore the Florida everglades and portrays landscapes, trees and botanical subjects in intimate detail. Each of her works is accomplished with layers of subtle color and takes months to complete. A native of England, she has exhibited internationally and her works hang in major collections around the globe.

South Florida Chamber Orchestra performs on Sunday, October 22 at 4PM. In conjunction with the presentation of the Cassie Winters watercolor exhibition, the Garden will sponsor a performance of the South Florida Chamber Orchestra, under the direction of Michael Andrews with a program of classic "water music."

"Fall Objects" – a floral workshop at the Garden on Saturday will demonstrate how natural 'fallen objects' - whimsical seed pods, palm leaf bases called "boots", bamboo and papyrus, fruits and stems -- can be incorporated into eye-catching floral arrangements with Parrish Design florists.

November 2006

Fantasy Theatre Factory presents an environmental fairy tale for children. The Miami Beach Botanical Garden partners with the Early Headstart Program to provide a theatre experience for youngsters which are bussed to the venue. Operated by Miami-Dade Community Action Agency, Headstart serves 140 children, aged 3 to 5 years, in four Miami Beach elementary schools - Feinberg Fisher Elementary (40 children), South Pointe Elementary (20 children), Biscayne Elementary (40 children), and Treasure Island Elementary (40 children).

A Taste of the Tropics – November 4 Tropical Fruit Tasting and Culinary Demonstration, a workshop and tasting with celebrated local chefs, lectures on cooking with tropical fruits in cooking. The event will include an art exhibit of tropical fruit paintings and photography and a lecture by Ian Maguire, a specialist in tropical fruit photography. As well as a powerpoint presentation of his work, Ian will lead a photo expedition in the Garden with hands-on demonstration of techniques for botanical photography.

4th Dimension of South Beach . The emerging theatre company, presents a showcase of song and dance at the Garden during the weekends of November 18 and 25th.
December 2006

The Garden will host **Art Basel** as the venue for the 2006 Video Lounge and "Art Conversations" (December 1-5) with panel discussions and news conferences daily during the international art exhibition, as well as outdoor art installations and an Art Café in the Rose Fountain Courtyard.

Decorating for the Holidays, (December 9) – Demonstration with floral designer Israel Sands presents inspirational ideas in floral centerpieces, bouquets, gift baskets and home decorating for the holidays.

January

Art in Bloom – January 4 – 8, 2007

The 5th annual **Art in Bloom** at Miami Beach Botanical Garden will again be curated by Carol Jazzar. Held in conjunction with Art Miami, Art in Bloom is dedicated to emerging local talent and explores the work of a group of cutting edge contemporary artists working and living in Miami. The exhibit showcases artists chosen for the high evolution of their work in a variety of media and a range of styles. The caliber of artistic talent is evident in the artists chosen for Art in Bloom 2005: photographers Maria Caridad Perez, Brad Kuhl, Jon Davis and Gismo, printmaker Monique Leyton, painters Paul Wagner and John LaHuis, sketch artist Matthias Saillard. As curator, Carol Jazzar (see attached list of curated show) will make the final selection based on artistic merit. Art in Bloom will be free to the public, open daily 10 to 8PM (concurrent with Art Miami hours)

Free performance, Thursday, January 4, 8 – 9 PM for the public as part of the "Art in Bloom" Opening Night Festivities. **Momentum Dance Company, (Artistic Director Delma Iles)** will perform an environmentally themed work based upon the natural movements of flowers and trees as they are impacted by sun, winds, water and natural elements, natural rhythmic flows and undulations.

Orchids in the Landscape (Date TBA) Lecture and demonstration by Michael Coronado, orchid specialist with RF Orchids, putting orchids in trees in the Garden

The 10th Annual Jewish Film Festival, (Dates TBA) will present two evening of outdoor film screening, as well as film panel discussions, lectures, and social receptions.

February, 2007

"Water Gardening in Containers" Workshop (Date TBA)

Workshop presented by Garden Horticulturist Katherine Maidman explores gardening for terraces and pocket-size gardens in the tradition of Balinese courtyards. Discussion of growing waterlilies, pitcher plants, aquatic mint, papyrus, and many other aquatics in pots, vats, and vessels, and the suitability of container gardening for urban South Florida.

The Miami Beach Botanical Garden will serve as VIP headquarters for the Miami International Boat Show (November 16-20)

March 2007

Hats Off to "Herstory" March 4 - a historical photo exhibit from 1928 to present of Miami Beach Garden Club and Miami Beach Woman's Club with lecture, demonstration by Millinery artist Victoria Dinardo-Montefiore

Everything Orchids - March 6 - "Everything Orchids," a dynamic exhibition showcases orchids - in painting, photography, sculpture and sketches at the Garden from March 6 to 13. Artists participating in the exhibit are South Florida's premiere botanical artists, those who specialize in orchid artwork and others with a broader brush of botanical subjects. Among the artists for this show will be Mary Ruden (whose Orchid Flamingo from the 2000 Art in Public Places *Flamingos on the Beach* program roosts at the Garden), Lisa Remeny, Rick Cruz, Debra Cortese, Sergio Baradat, Angeline-Marie Martinez, Amy Kutell, Patsy Rodriguez and Tracey Hagen. These artists participated in the inaugural "Everything Orchids" Exhibition at the Garden in March 2006.

6th Annual Miami Beach Botanical Garden Tour of Private, Residential Gardens (March 17) highlights the diversity of local gardening from waterfront estates to community plots. Open to the public, the tour showcases six or more distinctive gardens, including waterfront estates, intimate urban terrace gardens and the retreat of a Miami Beach Commissioner. Jazz musician Preston Hollis will perform during the Tour reception which includes plant sales.

April 2007

"Sustainable Gardening" Lecture A lecture on low-maintenance principles for a sustainable South Florida landscape, presented in partnership with Florida Yards and Neighborhoods to promote water conservation, and landscape best management practices in urban landscape systems, and the impact on natural resources.

Friends & Fronds Tea - the annual "Friends & Fronds" Tea Party at the Garden honors Garden members, the Miami Beach Garden Club, the Mount Sinai Garden Club, friends and volunteers of the Miami Beach Botanical Garden and the Miami Beach arts and cultural community. Join us for "High tea", 4-6 PM with lively conversation and musical entertainment.

The Young Musicians' Orchestra Performance

The Young Musicians' Orchestra of the Coral Gables Congregational Church Community Arts Program Conservatory for the Arts will perform for a Miami Beach audience. The Orchestra performs classical music of Handel, Charpentier, Elgar, others.

May 2007

Flowers & Flavors An exceptional dining experience, the Garden hosts a sophisticated gourmet menu featuring unique dishes created with flowers and floral accents. A fundraiser for the Garden's education programs, the Flowers & Flavors dinner is one night only, limited to 100 guests with cocktails on the patio, dining in the Banyan Room, live music, French wines and an exhibition of the work of floral artists.

Tai Chi Workshops

Each Saturday in May, the Garden will presents a T'ai Chi session with exercise and mediation in the Garden with teacher Rhula.

New World Symphony concert. (Date TBA) A "Musician's Forum" with music selected and performed by fellows of the orchestra. The Musician's Forums have earned a reputation as a dynamic performance because the feature members of the orchestra personally select and perform their own diverse and unusual programs of solo and ensemble music that they particularly enjoy, find challenging or wish to present for audience interaction.

June 2007

Oriental Art – the Garden presents an art exhibition featuring classic Chinese art motifs and floral arranging in conjunction with the City of Miami Beach Sister Cities program which is launching a campaign to include Changhi as the newest "Sister City" to Miami Beach. The celebration will include classes in Ikebana and oriental traditions of flower arranging, and a tea ceremony in our Japanese Garden.

"Curious George" Fantasy Theatre Factory performs an adventure story about a little monkey named Curious George who is a bit too curious for his own good, the performance, free and open to the public, is recommended for children from Kindergarten to Grade 3. Youngsters follow the escapades of George as he travels from his African jungle home to a big city zoo in the United States where everything is new and exciting, with a decidedly modern twist, free and open to the public.

July 2007

Celebrating the July 4th weekend, "Flashing on the 60's, a concert of vintage folk and rock of the Woodstock era, featuring the **Dharma Bomb Band**, presented by the **Center for Emerging Art** and the Miami Beach Botanical Garden, with picnic in the Garden.

"Adding Color in the Landscape", a horticulture lecture by Adrian Hunsberger on will focus on flowering plants, both small and large, that are suitable for Miami Beach gardeners. An author and lecturer, Adrian writes a weekly gardening column in the Sunday edition of the Miami Herald. Her column is called the "Plant Clinic" which is located in the Home section of the Herald. (Date TBA)

August

Ice in August: August 23 - 31, 2007

The Miami Beach Botanical Garden will present "Ice in August", a chilling summer exhibition of the photography of **Joseph Pessar**, a Miami Beach artist whose portfolio features an extensive collection of photography of Norway, his family's home. An ideal antidote to Miami's humid summer, the photography exhibit at the Garden will be free and open daily from 10 AM to 6PM.

Photography seminar: Photographer Joseph Pessar will conduct an interactive photography seminar. Along with classroom instruction, participants will bring their cameras for a hands-on demonstration, taking photos in the landscape of the Garden. Instruction will include tips for landscape lighting, close-up photography of plants and flowers, brightness and contrast and developing an eye for high impact shots. The seminar will be held on Saturday, August 25th from 10 AM - Noon.

September 2007

The Meaning of Gardens - Workshop by Dr. David Lee from Florida International University explores the history of gardens throughout the world and the unique spiritual values and personal pleasures of gardens.

Big Brothers Big Sisters Family Day A family picnic for Big Brothers and Big Sisters of Miami includes games, a hands-on planting of peanuts and demonstration of "a supermarket garden" showing youngsters how to germinate potatoes, avocados and other common plants, a performance by Gold Coast Theater and picnic in the Garden.

6.2 Revenue from Botanical Garden Related Businesses/Activities. The City herein acknowledges that the Conservancy may derive additional revenues from business(es) it conducts upon or from the Premises, including, but not limited to, event rental of the Premises, gift shop sales, plant sales, classes, tours, and sale of food and beverages. The Conservancy herein acknowledges that any and all business(es) conducted upon the Premises shall be directly related to and consistent with the customary operation and management of a public botanical garden and consistent with the goals and priorities in Section 4. Notwithstanding the preceding, any business conducted, or contemplated to be conducted upon, the Premises shall first be approved, in writing, by the City Manager or his designee, prior to commencement of same, which approval, if given at all, shall be at the City's sole discretion. Said approval shall initially be obtained concurrent with the execution of this Agreement by the parties, by submittal of proposed uses/business(es) to be conducted by the Conservancy on the Premises, which submission shall be attached and incorporated hereto as Exhibit "B" to the Agreement. Thereafter, said exhibit shall be updated by the Conservancy, with each new proposed use/business(es) on the Premises. Additionally, the City's approval of any proposed uses/business(es) to be conducted on the Premises by the Conservancy shall not excuse the Conservancy from the requirements pertaining to event programming and other event scheduling requirements, as set forth in Section 10 of the Agreement.

6.2.1 Cessation/Suspension of Approved Use(s) and/or Business Activity(ies).

Notwithstanding anything contained in subsection 6.2 or this Agreement, in the event that a particular use and/or business activity(ies) has been approved by the City Manager, and the City Manager thereafter, upon reasonable inquiry, determines that the continuation of such use(s) and/or activity(ies) is, or may be, inconsistent, contrary to and/or detrimental to the goals and priorities set forth in Section 4, and/or to the health, safety and/or welfare of the residents of and visitors to the City of Miami Beach, then the City Manager and/or his designee, upon thirty (30) days prior written notice to the Conservancy of same may revoke, suspend, and/or otherwise disallow the objectionable uses(s) and/or business activity(ies), and the Conservancy shall immediately cease and desist in providing, and/or continuing with, said use(s) and/or business activity(ies) within the time period and in the manner prescribed in the City's notice. In the alternative, the City Manager and/or

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his designee may allow the Conservancy to continue with the subject use, or business activity(ies), subject to such additional guidelines, as may be determined and established by the City Manager, in his sole and reasonable discretion and judgment.

6.3 Financial Records and Reports. The Conservancy shall keep on the Premises, or such other place within Miami Dade County, Florida, as approved by the City, true, accurate, and complete records and accounts of all receipts and expenses for business(es) being transacted upon or from the Premises pursuant to this Agreement and shall give the City, or its designated representative, access during reasonable business hours to examine and audit such records and accounts. The Conservancy shall provide the City Manager or his designee, with time frames consistent with City departments, a monthly report of receipts and expenditures with a comparison to the stated budget and projection for the balance of the budget period. Within ninety (90) days after each fiscal year during the term of this Agreement, the Conservancy shall deliver to the City a written annual financial statement of the activities conducted pursuant to this Agreement. Said statement shall be certified as true, accurate and complete by the Conservancy and by its certified public accountant.

SECTION 7. BUDGET AND FUNDING FOR THE BOTANICAL GARDEN.

7.1 Throughout the term of this Agreement, the Conservancy shall prepare and present, on or before July 31st of each City fiscal year (October 1 - September 30), a proposed, detailed line item annual operating budget for the Botanical Garden, for review and approval by the City Manager and/or his designee. Said budget shall include a projected income and expense statement; projected year end balance sheet; and statement of projected income sources; and application of funds. Additionally, the budget shall also include, but not be limited to, the following detailed projections:

- a. Gross revenues by categories from all revenue sources derived from or upon the Botanical Garden (including, without limitation, from business uses and/or activities on the Premises);
- b. Operating expenses of the Botanical Garden;
- c. Administrative, labor and general expenses;

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- d. Marketing, advertising and promotion expenses;
- e. Energy costs, to the extent not supplied by the City;
- f. Regular repairs and maintenance, to the extent not performed by the City.

7.2 Programmatic Plan

Accompanying the Conservancy's proposed annual budget shall be the Botanical Garden Programmatic Plan for the next fiscal year, detailing the then-known activities planned, and the number of residents and visitors anticipated to be impacted.

SECTION 8. NOT A LEASE.

It is expressly understood and agreed that no part, parcel, building, structure, equipment or space is leased to the Conservancy; that this Agreement is a management agreement and not a lease; and that the Conservancy's right to operate, and manage the Botanical Garden shall continue only so long as the Conservancy complies with the undertakings, provisions, agreements, stipulations and conditions of this Agreement.

SECTION 9. ALTERATIONS, MAINTENANCE, AND REPAIRS.

9.1 Alterations. It is understood by the parties hereto that the Conservancy shall not be responsible, nor required to pay for, any costs related to capital improvements or infrastructure (i.e. including, but not limited to, plumbing and sewer lines, major electrical, structural, etc.) with regard to the Premises. Notwithstanding the foregoing, in the event that the Conservancy desires or deems it appropriate to make alterations, additions, or improvements to the Premises, it will submit plans and estimates of cost for same to the City for the prior written approval of the City Manager or his designee. No such alterations, improvements, or additions shall be made without the express written approval of the City. Additionally, in the event that minor (defined as \$5000 or less) capital and/or infrastructure repairs are required, the Conservancy may be permitted to proceed, subject to obtaining the prior written consent of the City Manager or his designee, whose determination over whether such repairs are, in fact, necessary, shall be final and binding upon the parties. In the event that the City Manager approves and authorizes the Conservancy to proceed, the Conservancy shall

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the Conservancy for the purpose of operating and managing the Premises under this Agreement, without first having obtained the prior written approval of the City Manager or his designee.

SECTION 10. USE OF PREMISES FOR SPECIAL EVENTS/ RECEPTIONS/ COMMUNITY MEETINGS, AND GENERALLY.

10.1 Pursuant to Subsection 5.1(e), the Conservancy shall have the exclusive right to allow, permit, rent, and otherwise book any and all areas of the Botanical Garden, for the purpose of allowing individuals and/or organizations to utilize the Botanical Garden for special events, receptions, community meetings, and any other uses generally consistent with use(s) associated with a public botanical garden. The Conservancy shall follow and adhere to the rental rates and policies and procedures established and approved by the City and which are attached hereto as Exhibit "E". The City reserves the right to amend said rental rates and other policies and procedures in its sole discretion and, in such event, the City shall require the Conservancy to amend its version of same, which will be attached as a new Exhibit "E" to this Agreement.

In particular, the Conservancy shall require that all users of the Botanical Garden (excepting the City) provide Certificates of Insurance evidencing appropriate insurance, as shall be determined by the City's Risk Manager and referenced within the attached Exhibit "E". Copies of these certificates shall be furnished to the City Manager or his designee. Such insurance shall be kept in full force at all times throughout the period of intended use. All such liability policies shall name the City as additional insured.

The Conservancy shall provide a monthly written report of all events scheduled in and pertaining to the Garden and, with each such report, shall report on the events which actually occurred and the number of persons participating in those events during the previous month. Any commercial activity at the Garden shall be undertaken for the purposes of furthering the purposes set forth in Section 4 herein, and must be approved by the City, as provided in Section 6.1 of this Agreement, and may be disapproved and/or otherwise redefined, as provided in Section 6.2 of the Agreement. All revenues received by the Conservancy in connection with the operation, management, and its portion of the programming of the Botanical Garden shall be dedicated

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exclusively to support the operation and improvement of the Botanical Garden. For purposes herein, "revenues" shall also be deemed to include unrestricted donations and contributions received by the Conservancy, as well as membership fees and dues. No portion of the net earnings resulting from the activities of the Conservancy at the Botanical Garden shall inure to the benefit of any private individual. In the event that revenue(s) pertaining to the Botanical Garden exceeds expenses during an annual accounting period, the City and the Conservancy agree that such excess will be applied by the City to offset the City's contribution to the Conservancy, as set forth and memorialized in the annual operating budget for the proceeding fiscal year during the term of this Agreement.

Notwithstanding the foregoing, the City Manager or his designee, shall oversee the Conservancy's activities with regard to this Agreement and its operation and management of the Botanical Garden, such that the City is assured that the purposes intended by this Agreement are being achieved and the Botanical Garden is being operated in the best interest of the City.

10.2 Use by the City. The City shall have the right to use the Botanical Garden, or any part thereof, subject to availability, for the benefit of the community for such purposes including, but not limited to, meetings, labor negotiations and training classes, activities sponsored in conjunction with the Miami Beach Convention Center, City-sponsored special events, receptions, and other purposes, as deemed necessary by the City in its sole and absolute discretion, without the payment of any rental or use fee, except the direct out-of-pocket expenses incurred in connection with such uses shall be paid by the City. City uses of the Botanical Garden shall not be competitive with, nor conflict with, events booked or sponsored by the Conservancy and shall be booked in advance upon reasonable notice, and shall not be inconsistent with maintenance of the grounds and facility of the Botanical Garden. Additionally, upon execution of this Agreement, the Conservancy acknowledges and herein agrees to honor all pre-existing scheduled events, whether booked by the City or otherwise, at the Botanical Garden, whether or not such events actually occur on or after execution by all parties of this Agreement and the Conservancy's possession and use of the Premises for the purposes set forth herein.