

## GENERAL USE REGULATIONS

The Bamboo Farm and Coastal Gardens (BFCG) is a unit of the University of Georgia, College of Agriculture and Environmental Sciences, Cooperative Extension Service. The mission of BFCG is to provide education, public outreach and applied research in horticultural and environmental sciences. As a publicly funded institution, BFCG is committed to the use of its facilities and grounds to further the institution's mission, and for the general benefit of Georgia's citizens within the context of the BFCG mission. In order to ensure appropriate, equitable and efficient use of all BFCG facilities, all requests for use of the facility must adhere to the procedures and guidelines below.

Use of the facility may be on a for-fee basis or a not-for-fee basis. All users of BFCG must complete and sign a Use Permit and abide by all rules, procedures, guidelines and policies set forth therein. All guidelines that apply to for-fee users also apply to not-for-fee users. Use Permits are issued on a first-come, first-served basis.

All use of BFCG facilities or property by any organization or individual must be compatible with the stated mission of BFCG. In addition, BFCG reserves the right to approve or reject at its sole discretion, for any reason, any and all requests to schedule events in the facility. Use of the facilities and grounds will be in compliance with all applicable federal, state, and local laws and ordinances.

BFCG is a public facility and is open to the public during our stated business hours. Any person or organization using any part of these facilities must recognize that visitors may be on the property during the time of use.

### *Scheduling*

Use Permits are issued on a first-come, first-served basis. Events should be scheduled no less than 30 days prior to the event but may be scheduled on shorter notice if space is available, with full payment of all fees and deposits when the date is booked. Events will be scheduled no more than 24 months in advance.

### *Fees*

Fees to be charged are presented in the Event Planning Form (Exhibit B). The security deposit must be paid in advance to reserve the date and place. Any balance due must be received 30 days in advance of the event date. Method of payment shall be check or cash only. Reservation of time of use is confirmed when the security deposit has been paid in full and received with the signed license agreement. Events that are not paid in full 30 days before the scheduled date may be cancelled and Owner will retain the Security Deposit as liquidated damages.

### *Security Deposit Refunds*

The security deposit is refundable contingent upon post-event inspection conducted by BFCG staff. If the facility and grounds are left in a condition comparable to the pre-event inspection and all guidelines and policies have been followed, the security deposit will be refunded in full. However, if BFCG

incurs any costs or damages as a result of the use of the Premises by the Permit Holder these costs will be deducted from the security deposit. The Permit Holder will be billed for costs in excess of the security deposit. Security deposit refunds are processed at the end of the month. Please allow 2 weeks from the end of your rental month for refunds.

### *Cancellations*

Reservations must be cancelled in writing to Bamboo Farm and Coastal Gardens, 2 Canebrake Road, Savannah, GA 31419 and received 30 days prior to the event. Security deposits are refundable if the event is cancelled at least 30 days in advance, less a \$25 administrative fee. If the reservation is cancelled fewer than 30 days prior to the event the entire security deposit is forfeited.

### *Inclement weather*

Users of outdoor spaces are encouraged to make contingency plans in the event of inclement weather. In the event of inclement weather, BFCG will permit the event to be moved to an unused facility, if a suitable facility is available. If the Permit Holder cancels the event due to inclement weather the rental fee and security deposit are forfeited. If the Bamboo Farm is closed due to a weather emergency such as a hurricane, tropical storm or other emergency, all fees and deposits will be refunded.

### *Furniture*

Facility-use includes the use of tables and chairs normally assigned to the building being used. If additional furniture or equipment is required it is the responsibility of the Permit Holder to obtain all necessary items.

### *Alcohol*

No alcohol may be sold on the premises. At all times, while on the premises, the Permit Holder shall comply with the applicable alcohol policy listed below. If Permit Holder is a University Unit, Permit Holder shall comply with the guidelines concerning Events Where Alcoholic Beverages Are Served or Provided while Non-University entities must comply with the BFCG Policy for Non-University Events.

### *Decorations*

Take care when attaching any decorations or signs to walls, doors, windows, or furniture. Throwing of rice, birdseed, glitter or confetti or decorating with or releasing helium balloons is not permitted. Flower petals may be scattered but are required to be removed immediately following the event. Any damages incurred through the use of signs and/or decorations will be the responsibility of the Permit Holder and will be charged against the security deposit.

### *Candles/Open Flame*

Any candles used indoors must be of the dripless type. All candles should be used in a common sense manner as to avoid any harm to plants, furnishings,

grounds and buildings. Tiki torches or any other kind of open flame are not permitted either indoors or outdoors.

### *Damages*

Damages to the property incurred by the Permit Holder party will be charged against the security deposit. Charges which exceed the security deposit will be billed to the renting party.

### *Set-up and Clean-up*

Time for set-up and cleanup of your event is to be included in your contracted time of use. It is the responsibility of the Permit Holder to ensure that proper cleanup is performed and that any damages to the buildings, furnishings or grounds are reported to the BFCG staff immediately. Set up of all equipment such as tents, tables, chairs, and other event related materials must occur within the time of use period stated on your License Agreement.

- Removal of decorations and site cleanup is the responsibility of the Permit Holder.
- Permit Holder is responsible for all trash removal of any trash generated from the event. All trash generated by the event must be placed in the dumpster.
- All activities, including cleanup, must be completed and the property vacated no later than 11 pm.
- All equipment such as tents, tables, chairs, and other event related props must be removed by noon of the following day.
- All equipment – such as tents, awning, and dance floors - that is to be set up must be disclosed to BFCG at least 30 days prior to the event.
- Art exhibits in any buildings, potted planters, and/or tables and chairs in and around the garden may not be moved or removed unless approved by the Superintendent.

### *Catering*

BFCG does not provide any catering, set-up, tear down or event coordination services. The Permit Holder is welcome to use any caterer, decorator and/or florist that they choose. Caterers will not have access to buildings or property outside of the time of use stated in the license agreement.

### *Outdoor Cooking*

No outdoor cooking is permitted anywhere on the property without specific authorization from the Superintendent. Campfires, torches or other open flames are not permitted. No open flame is permitted inside any buildings. All food preparation must take place in the kitchen facilities provided.

### *Music*

Musical entertainment is allowed in all facilities and garden areas. Music must not exceed a reasonable volume level at any time as determined by BFCG staff on duty at the time of the event. The Permit Holder is reminded that residential neighborhoods are located nearby, thus sound volume should be moderated for outside events. More than one event may be taking place at the same time so proper consideration must be given to other facility users. BFCG cannot be held responsible for sound, traffic, or other activity resulting from a concurrent event.

### *AV/Office Equipment*

BFCG does not furnish audio/visual equipment, office equipment, FAX, message or copying services. BFCG does not set up audio/visual equipment. BFCG does not furnish extension cords.

### *Photography*

Photography and/or videography are permitted for private, non-commercial use. Wedding and family portraits are permitted, with prior arrangement, without charge. Arrangements for commercial photography and/or videography must be made in advance by the photographer. A donation of \$50 is requested per professional visit to contribute to the care and continuing preservation of the gardens and grounds. Photographers and/or videographers and their equipment are restricted from garden beds and may not block or interfere with pedestrian or vehicular traffic.

### *Smoking*

All buildings at BFCG are smoke-free environments. Smoking is not permitted in the Eck Plaza or under the roof of the Bryan Lakeside Pavilion.

### *Parking*

Guests must park in approved spaces or areas. Caterers and delivery persons must not block roads, drives, or pathways.

### *Picnics*

Exclusive use of picnic tables for organized picnics on the grounds will be permitted only with the appropriate license agreement. Visitors are otherwise free to use the picnic tables while visiting BFCG.

### *Objectionable Persons*

The BFCG staff and its representatives retain the authority to eject or cause to be ejected from its premises any person or persons it deems necessary for lewd or indecent actions, fighting, intoxication, loud or abusive language, or other conduct that is offensive, disruptive or otherwise dangerous.

### *Owner Access*

Owner shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined herein.

*Assignment*

Permit Holder may not assign any of its rights or obligations conferred by the Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted in the Owner's sole discretion.

*Governing Law*

This agreement shall be governed by the laws of the State of Georgia.

*Owner's Access and Right to Remove*

Owner reserves the right to inspect and control all functions and to remove from the Premises any objectionable persons. Permit Holder waives any right to damages resulting from such removal.

Liability for damage to the premises will be charged accordingly. BFCG is not responsible for personal property and equipment brought on the premises.

*Compliance with Laws, Rules, Regulations and Policies*

Permit Holder must conduct the event with full regard to public health and safety and shall observe and abide by all applicable laws, rules, regulations, and Owner's policies. All sidewalks, doors, aisles and other passages, and all ways of access to public utilities of the premises, including fire extinguishers, must be kept unobstructed before and during the event.