

the booth society

D.C. Booth Historic National Fish Hatchery and Archives
423 Hatchery Circle - Spearfish, South Dakota 57783
(605) 642-7730 phone (605)642-2336 fax

Ruby's Garden

Rental Agreement

Booth Society, Inc., a South Dakota nonprofit corporation, [hereinafter referred to as "Society"] and the undersigned "Renter", hereby covenant, acknowledge and agree that Society shall rent to Renter Ruby's Garden for _____
_____ (event) on the _____ day of _____, _____,
from the hours of _____ to _____ under the following terms and conditions:

1. **Rental Fees.** The rental fee for Ruby's Garden, May through September, on Fridays, Saturdays, and Sundays (weekends and holidays) shall be \$600 which must be paid in full to Society upon signing of rental agreement. The rental fee weekdays, Monday to Thursday and non-holidays, May through September, shall be \$400. The rental fee after September shall be \$400. Renters will also receive a brick engraved with their names in the *Generations Fund* Brickwalk as part of the rental fee.
2. **Security/Damage Deposit.** Upon execution of this agreement, Renter shall tender to Society a security/damage deposit in the amount of \$200 by personal check, money order, or credit card made payable to Booth Society, **which will only be redeemed if the rental fee has not been paid in full or damage is found during Society's post-event inspection.** The security/damage deposit is non-refundable if the event is cancelled, at any time, by the Renter if Society cancels the event due to misconduct by Renter or Renter's guests or due to Renter/Renter guest misconduct during the event. **Costs for damages will be withheld from the security/damage deposit.**
3. **Rental Time.** The rental fee shall entitle Renter to three (3) hours use of Ruby's Garden which includes any decorating and cleaning time as part of this three hour period. Renter understands, acknowledges, and agrees that Society does not guarantee the availability of the garden for rehearsal time prior to the event, and Renter must check with the Garden Manager no fewer than two (2) weeks prior to the event to determine the availability of the garden for this purpose. Renter may use the garden for additional time, subject to availability, at a rate \$100 per hour for each additional hour of use.
4. **Chair Rental.** The Society can provide up to 200 chairs for use during the rental period. The rental fee for each individual chair shall be \$2.00, which must be paid in full to Society by Renter no less than seven (7) days before the event for which the chairs are rented. Chairs rented for Ruby's Garden during the time period specified by the Renter on the contract will be set up/taken down by Society at no additional fee.
Society and Renter, hereby covenant, acknowledge, and agree that Society shall rent to Renter _____(number) white wooden folding chairs at \$2.00 per chair.
5. **Golf Cart.** A six passenger golf cart (including the driver) is available for use 45 minutes prior to the event and 30 minutes after the event at a cost of \$50. The cart may only be used on D.C. Booth Fish Hatchery grounds. Society will provide the driver. Personal golf carts may not be used. Cart use: _____ (yes or no).

6. **Restroom Facilities.** Restrooms are available at the Visitor's Center at the entrance of the D.C. Booth Fish Hatchery.
7. **Photography.** Couples choose national parks and facilities as beautiful wedding venues. Photographers and the wedding party need to make sure they do not unduly interfere with park visitors' access and enjoyment while taking photos. Please remember that this is first and foremost a national public facility.
8. **Additional Provisions Included.** Under the terms and conditions of this agreement, Renter is entitled to use the following: Ruby's Garden located behind the Booth House; eight (8) wrought iron garden benches (each bench seats two individuals); the back porch of the Booth House which is equipped with three (3) electrical outlets; the driveway located to the east of Ruby's Garden; the small bridge and yard located east of the driveway; the front porch of the Booth House; a restroom/changing room located directly behind Ruby's Garden and to the south of the Booth House; and a parking lot west of the Booth House with five (5) available parking spaces.
9. **Provisions Not Included.** Renter is not entitled to use the following: tables, chairs, decorating equipment (e.g., ladders, extension cords, etc); **or any portion of the interior of the Booth House.** Renter's use of Ruby's Garden is further subject to full and complete compliance by Renter with the terms and conditions set forth in Exhibit A, which Exhibit is attached hereto and incorporated in this agreement by reference.
10. **Alcohol Use.** The use of alcohol in Ruby's Garden or on the D.C. Historic National Fish Hatchery and Archives grounds is strictly prohibited. The Renter is liable for any violations; violations will result in the loss of the security/damage deposit.
11. **Costs of Enforcement.** Renter agrees that should Renter default on any term of this Agreement Renter agrees to pay all costs incurred by Society, including reasonable **attorney fees**, to enforce the terms of this agreement including but not limited to filing an action in a court of law.
12. **No Oral Modification.** Renter and Society agree that the terms of Renter's use of Ruby's Garden is governed solely by the terms of this Agreement and Renter and Society agree that any amendment or modification shall be by written amendment/modification signed by both Renter and Society.

Dated this day _____ of _____, 20_____ .

Renter's
Signature: _____

Renter's
Name: _____
(Please Print)

Renter's
Address: _____

Renter's
Contact #: _____ [home]
_____ [cell]
_____ [work]

Please read and initial each line and return with rental agreement

Exhibit A

_____ The Renter is responsible for the actions of wedding guests who will be operating vehicles on hatchery property. No more than five (5) vehicles are permitted on hatchery grounds at any time. This includes delivery vehicles, guests, etc. You may allow five vehicles to park in the parking lot. Please ensure that drivers do not drive or park on the grass, as there are expensive sprinkler heads there. No cars may be left in the parking lot overnight.

_____ There will be visitors to the hatchery during your event, and many of our visitors are quite small and have a tendency to run into the street without looking. The speed limit on hatchery grounds is five (5) miles per hour. Any violation of this speed limit by any driver will result in the full forfeiture of the deposit. Repeated violations will cause the revocation of all vehicle traffic into the hatchery during your event.

_____ The driveways are fire exits and must not be blocked. This includes the driveway located to the east of the garden.

_____ No nails, screws, staples, tacks, push pins, tape, or similar devices will be allowed when decorating. No flowers may be picked. In addition to forfeiting the deposit, the Renter will be charged for any damage done to the landscaping, benches, arbor, or paving stones in the garden and/or any damage done to the changing room/restroom or the exterior of the Booth House

_____ No bird seed, rice, confetti, or non-biodegradable items may be used/thrown at the end of the ceremony. Any thrown or dropped items (flower petals, etc.) must be picked up and disposed of at the end of the rental period.

_____ Ruby's Garden must be cleared of decorations, chairs, and tables and free from trash at the end of the rental period.

_____ In Ruby's Garden, fall generally brings many factors beyond our control which can compromise the beauty of Ruby's Garden. After September, the Garden Manager may reduce the rental fee of Ruby's Garden. However, the Society will take no responsibility for leaf or acorn removal, snow removal, deer or frost damaged flowers or any other seasonal/weather conditions of the Garden.

_____ Ruby's Garden is located on the property of the US Fish and Wildlife Service. The use of alcohol is strictly prohibited. The Renter will be liable for any misconduct by event guests.