ARBORETUM SPECIAL EVENT AGREEMENT

For: (“Event”)  

This Arboretum Special Event agreement (“Agreement”) is made and is effective on the date of the last signature hereto, (“Effective Date”), between [Enter name of Rentor] (hereinafter referred to as “Licensee”) and the Board of Trustees of the University of Illinois, a body corporate and politic, on behalf of its Arboretum in the College of Agriculture Consumer Economics and Environmental Science (hereinafter referred to as “Arboretum or University”).

In consideration of the mutual promises and agreements of Licensee and Arboretum (collectively hereinafter referred to as “Parties”) set forth herein, the Parties agree as follows:

1. Arboretum agrees to allow Licensee use of the following space(s) at the Arboretum located south of the corner of Florida and South Lincoln Avenues in Urbana, Illinois (“Space”):
   - 
   - 
   -

2. The Space will be made available for the Event:
   Date: 
   Arrival Time: 
   Departure Time: 

3. Licensee will be allowed access to the Space to setup or for other allowed purposes:
   Date: 
   Time: 

4. Licensee agrees to pay the University a total rental fee of $ which includes:
   - Use of the Space, with a location marked on the map(s) of the Arboretum attached and incorporated herein as Exhibit A.
     i. Use of an alternative location on Arboretum property may be allowed after consultation and written approval of the Arboretum.
   - Any other Goods or Services listed in Exhibit B.

5. A deposit in the amount of 20% of the total rental fee is due with receipt of the signed rental agreement in order to hold the Event date. This deposit is refundable only if Licensee cancels 30 days prior to the Event. If cancellation is less than 30 days prior to the Event, deposit is refundable at the discretion of the Arboretum staff member identified in section 11. Payment of total rental fee in full is due 30 (thirty) days prior to the Event. All payments are to be by check made payable to the “University of Illinois.”
7. Licensee must comply with all applicable University policies, rules and regulations as well as any other specific facility conditions or restrictions including, but not limited to those identified on the Facility and University Specific Guidelines attached hereto and incorporated herein as Exhibit C.

8. No outside food or beverages are to be brought into the Arboretum at any time unless approved by the staff member noted in section 11. Licensees wanting to use a catering service must use either University Catering or one of the approved/insured caterers found on the list located at https://www.obfs.uillinois.edu/common/pages/DisplayFile.aspx?itemId=95242. All alcoholic beverage services must be purchased through University Catering.

9. The Coca-Cola Company is the official beverage sponsor of the Urbana-Champaign campus of the University of Illinois. Only products of the Coca-Cola Company may be served to attendees during the event.

10. All personnel requirements and service vendors needed to run this Event are the responsibility of the Licensee, but must be reported and approved by the Arboretum staff in section 11 below.

11. Notices and Payments: To be enforceable, all notices must be in writing and delivered to the party’s representative named below by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

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<tr>
<th>To Arboretum</th>
<th>To Licensee</th>
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<td>1102 S. Goodwin</td>
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<td>Urbana, IL 61801</td>
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12. By signing this agreement, Licensee does hereby agree to be responsible for the cost of repair or replacement of any property owned by University, or for which University is responsible, which is damaged or destroyed as a result of any action of Licensee and Licensee’s guests, invitees, representative agents, service vendors, or volunteers.
13. Insurance/Indemnity
   a. Licensee certifies that it is properly insured in the amount of $1,000,000 combined single limit coverage for any damage, destruction, injuries or death or any other liabilities which might occur in connection with the Event by the Licensee and Licensee’s representative agents, guests, invitees and anyone volunteering to assist Licensee in holding the Event or which might be caused by any vehicle/equipment being used in connection with the Event by Licensee and Licensee’s representative agents, guests, invitees and anyone volunteering to assist Licensee with holding the Event. Licensee shall provide a certificate of insurance, naming the Board of Trustees of the University of Illinois as additional insured, verifying the minimum limits required.
   b. Insurance coverage may be obtained privately or through a program accessible through the University of Illinois Office of Risk Management website. The program is called TULIP (Tenant Users Liability Insurance Plan) and can be found at the following URL: https://www.treasury.uillinois.edu/risk_management/tulip/.
   □ If this box is checked, then the Licensee’s Event meets the following and insurance requirements of 7(a) above are waived:
      - Less than 50 people in attendance;
      - Service Vendors will not be used for the event.
   c. Licensee agrees to indemnify and hold harmless the University of Illinois and the Board of Trustees and their agents, servants, employees and volunteers against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property the primary cause of which is the action(s) of Licensee, Licensee’s service vendors, Licensee’s representative agents, or Licensee’s guests and invitees in the Arboretum during the Event rehearsal, the set-up phase of the Event, the Event itself, or the cleanup phase of the Event. Licensee is also responsible to pay the minimum deductible for any insurance claims due to damage of property, when such claims meet the conditions established within this paragraph.

14. University shall not be liable for non-performance of this contract when such non-performance is attributed to labor disputes; accidents; local/state/federal government regulations or restrictions upon travel and/or transportation; riots; national emergencies; acts of war; acts of God; and other causes whether enumerated herein or not, which are beyond the reasonable control of the University.

15. This Agreement and all attachments, amendments and documents incorporated by reference shall constitute the entire agreement between the parties and supersedes all prior communication and writing concerning the subject matter of this Agreement.
16. Each individual signing this Agreement represents that he/she is authorized to sign on behalf of his or her respective entity and that the entity is bound by the terms hereof.

BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: ____________________________ Date
Avijit Ghosh, Interim Comptroller

LICENSEE:

By: ____________________________ Date

Printed Name: ____________________

Title: ____________________________

Approved as to Legal Form by the Office of University Counsel LTI 11/8/16
Changes to template require University Counsel and OBFS approval
The University of Illinois Arboretum is located on the Urbana-Champaign campus in Urbana. The entrance is 1/4 mile south of Florida Avenue at 1800 South Lincoln Avenue. The Arboretum is open daily, sunrise until sunset. Admission is free.

**Exhibit A**

- **A** Noel Welcome Garden
  (Photos and weddings up to 20 guests)

- **B** Welcome Walk
  (Photos & Promenade)

- **C** Hartley Arbors
  (Weddings up to 100 guests)
  - C1 — NW
  - C2 — NE
  - C3 — SE
  - C4 — SW

- **D** Hartley Star
  (Weddings up to 500 guests)

- **E** Ponds Event Lawn
  (Weddings up to 200+ guests)
  - E1 — 100 to 150 guests
  - E2 — 200 to 300 guests
  - E3 — 500 guests
  - E4 — Sycamore Grove

- **F** Japan House
  (Photos only)

- **G** Pump House
  (For electricity)

- **H** Hartley Event Lawns
  (Weddings from 200 to 400 guests)
  - H1 — West
  - H2 — North
  - H3 — South

- **I** Oak Grove

- **J** Sen Allee

- **K** White Garden (250-500 guests)
  (under development)

- **P** Parking
  Metered parking is available in the lot south of Japan House as well as along South Lincoln Avenue Monday through Friday from 8:00 am until 5:00 pm. Parking is free in these areas evenings and weekends.

Limited accessibility is available for persons with disabilities in these areas: A, B, C, D, H and J.

To inquire about availability and to make your reservation contact us at 217-333-7579.
Services provided during an event must be reported and approved by Arboretum staff. **NOTE: For alcohol to be served on the grounds of The Arboretum, the entire event must be catered by University of Illinois Catering.** Arboretum staff will instruct you on the proper protocol for working with Campus Catering.

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<th>Service</th>
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**Special needs (explain)**

**Questions/comments**
Exhibit C
Arboretum and University Specific Guidelines

Parking
Limited parking is available in metered spaces on South Lincoln Avenue and in the lots south of the Noel Welcome Garden and south of Japan House. Parking is enforced Monday through Friday from 8:00 am to 5:00 pm in metered spaces and in designated parking lots from 6:00 am to 5:00 pm. Parking is free any time that parking is not enforced, such as after the hours discussed in the previous sentence and weekends. Parking on an Arboretum lawn is forbidden at all times without permission of Arboretum.

Rice/Bubbles/Balloons
Guests may not throw rice. Bubbles and balloons may both be used. Balloons must be removed from the property at the end of the event.

Biological Introductions
Only natural (real) flowers petals are permitted. Use of non-biodegradable flowers left on the Arboretum property will result in a loss of the security deposit. Release of animals (e.g., butterflies) or other organisms is not permitted on Arboretum Property. Dogs or other pets must be leashed or caged at all times on the Arboretum property.

Open Flame
Use of open flame (e.g., candles) is prohibited on the Arboretum property.

Clean-up
All evidence of the event must be removed at the end of the event or the security deposit will not be returned.

Photography
Photography is allowed in the Arboretum, including the Hartley Selections Garden; however, the Arboretum will not be closed to the general public during photo sessions.

Catering

Other
There are no restrooms, changing facilities, shelter or drinking water on the premises.

Golf Carts
A six-passenger golf cart may be rented for an additional fee of $75 to assist with transporting elderly or disabled guests from the parking lot to your event location. No other golf cart is to be used on the Arboretum property at any time. No one other than University staff will be allowed to drive the golf cart at any time in accordance with university policy for operating unlicensed motorized vehicles on pathways. The policy is located at http://cam.illinois.edu/viii/VIII-24.htm.
Laws and University Policy

Licensee shall comply with all applicable federal and state laws and University policies and procedures. Particular attention is directed to the following policies.

- The special conditions regarding use of space in Facility are listed in Campus Administrative Manual Section VIII-1, which covers the limitations on admission fees, contributions, and use of University facilities for private gain.
- As of January 1, 2014, smoking is prohibited on all campus property at the University of Illinois at Urbana–Champaign, both indoors and outdoors, in university-owned vehicles and in privately-owned vehicles parked on campus property. The advertising, sale, or free sampling of tobacco products is also prohibited on campus property. Littering the remains of tobacco products or any other related waste product on campus property is further prohibited. The policy is located at http://cam.illinois.edu/v/v-B-2.1.htm.
- The sale and serving of alcoholic beverages on campus property is regulated by State statute, Board of Trustees’ Guidelines (October 15, 1987), and campus policy. The form can be obtained from the Campus Administrative Manual - Section VIII - 10 at http://cam.illinois.edu/viii/viii-10attach.htm.

Special Conditions or Restrictions