



PLANTERRA CONSERVATORY

Client and Client Service Provider Agreement for Use of the Conservatory

Event Information:

Name of Event: _____
Event Client: _____
Date of Event: _____

Name of Client Service Provider:

Company: _____
Address: _____
Phone / Fax: _____
Website: _____

Client Service Provider Contact Information:

Primary Name: _____
Primary Phone: _____
Primary E-Mail: _____

Secondary Name: _____
Secondary Phone: _____
Secondary E-mail: _____

Services Contracted for:

Names of staff who will work on site:

Facility Requests (please check all boxes that apply):

Electrical
 Meal
 Other _____

Insurance (please attach certificate naming Planterra Corporation an additional insured):

General Liability Limit: \$ _____ per occurrence
\$ _____ per aggregate

Insurance Company: _____
Address: _____
City, State, Zip: _____
Agent Name and phone number:

The above named Client and Client Service Provider have been granted a limited and revocable license to use the Planterra Conservatory (the "Facility") on the following terms and conditions.

Planterra, its representative, agents, servants and employees (herein individually and collectively "Planterra") are not liable to the Client or the Client Service Provider for the performance or payment of services the Client Service Provider is providing for the Client. Planterra is not a party to any agreement between the Client and the Client Service Provider. This is the entire agreement in regards to the Client Service Provider's use of the Facility. Each Client Service Provider for the event is required to sign this Agreement. Client need only sign one copy this Agreement. Client's use of the Facility by Client is also subject to the separate Event Agreement between Client and Planterra.

USE OF THE FACILITY

Client and Client Service Provider agree to all rules for the use of the Facility, including without limitation the rules that are attached. Planterra has the right to change or alter the rules at any time without notice. The Client and the Client Service Provider's limited license to use the Facility can be terminated on notice at any time, for any reason. Client and Client Service Provider agree to vacate the Facility and remove all their possessions on demand.

_____ (Please initial)

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to enter on the Facility, and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the undersigned, individually and collectively, hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** and further hereby agree to **INDEMNIFY AND HOLD HARMLESS PLANTERRA** (hereinafter individually and collectively referred to as "**Releasees**") from any and all liability, claims, costs, expense, attorney's fees, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by them, or any of the property belonging to them, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE WHILE ON OR OFF THE PROPERTY.**

_____ (Please initial).

THE UNDERSIGNED ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE

OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by them, or any loss or damage of property owned by them, as a result of being on the Facility and/or observing or participating in activities on or off the Facility **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**

_____ (Please initial)

Any work the Client Service Provider performs is being performed as an independent contractor and not as an employee. The Client Service Provider performs services for others. The Client Service provider has the right to control and direct the means, manner, time and method by which the work will be performed. **Releasees** are not responsible for any FICA (Social Security and Medicare) withholding or payments on my behalf and will not make any federal or state unemployment contributions on behalf of the Client Service Provider.

_____ (Please initial)

The Undersigned agree to compensate or reimburse Releasees for any costs, expenses or damages (including actual attorney fees) resulting from any claims brought against them for property damage, personal injury or death, which may arise as a result of their passive or active negligence or other act while on or off the Facility.

_____ (Please initial)

Signatures: CLIENT:

/s/ _____ Dated: _____
Printed name: _____

/s/ _____ Dated: _____
Printed name: _____

CLIENT SERVICE PROVIDER:

/s/ _____ Dated: _____
Printed name: _____

/s/ _____ Dated: _____
Printed name: _____

Attachments: Rules for Use of the Facility

RULES FOR USE OF THE PLANTERRA CONSERVATORY

DELIVERIES, SET-UP, LOADING & UNLOADING

- Client Service Providers are not to move or relocate Planterra plants and merchandise. If an item needs to be moved, please speak with a Planterra employee, who will determine if we are able to accommodate your request. Planterra personnel must perform the movement off Conservatory fixtures, plants and merchandise.
- Deliveries and loading dock time must be scheduled directly with the Planterra seven (7) business days before the event.
- Deliveries are only permitted through the loading docks. No loading or unloading is permitted through the front door.
- Vendors/client service providers shall use the rear staff entrance only.
- When outside temperatures are below 60 degrees the loading dock doors are to only be open during active loading or unloading and the doors must be closed "between trips."
- Pedestrian doors are not to be propped open or used for loading or unloading.
- **Only rubber wheels are permitted inside Conservatory.** Pallet jacks, dollies and lifts with steel wheels damage the stone floor.
- Client Service Provider must be completely set-up one (1) hour prior to the scheduled commencement of the Event. Unless otherwise agreed in writing, all equipment of the Client's Service Providers must be removed from the premises within thirty (30) minutes after the scheduled end of the Event.
- Client Service Providers shall not use Planterra's equipment, including, without limitation, extension cords, ladders, tape, etc.
- The drilling or punching of holes and the use of adhesives, tapes, etc. on Planterra's interior and exterior walls is prohibited.

PARKING

- One (1) hour prior to the scheduled commencement of the Event, all Client Service Providers and vendors must be parked in the designated "vendor parking" areas (diagram attached).
- For events which exceed 150 guests, Client Service Providers, including catering staff, who are on site during the event are required to park off-site and use provided shuttle service.

SAFETY

- Fire exits cannot be blocked for any reason.
- The Facility is a weapons free facility.
- The Facility is a non-smoking facility.
- All displays and exhibits must have prior written approval of Planterra, and conform to all applicable governmental fire ordinances. Displays cannot be tacked or taped to walls or ceilings.
- Pyrotechnics, unenclosed open flames and scented candles are strictly prohibited.
- Any equipment with a ceiling needs a smoke detector and fire extinguisher.

MUSIC POLICY

- Music must end at Midnight.
- Entertainment provided by Client Service Providers must be pre-approved by Planterra. At its sole discretion Planterra may reject any performance content which is deemed unsuitable or inappropriate for the reputation of the Facility.
- All entertainers are required to conduct a site visit to the Planterra Conservatory and meet with the events manager no less than 14 days before an event. Entertainers who do not make this visit will not be allowed in the Conservatory on the day of the event.
- Outdoor music is limited to non-amplified acoustic and chamber-style music before sunset. After sunset no music is permitted outside. Evening entertainment can only occur inside the Facility.
- Due to West Bloomfield Code of Ordinances, excessively loud music with volumes **exceeding 75 decibels** is prohibited. During events a decibel meter is actively monitored by Planterra. Planterra reserves the right to lower volume levels if the decibels exceed the limit.

- The Client is responsible for any noise violation fees that may be issued to Planterra during the Event.
- There is no private space for performers to get ready, change wardrobes, etc.

CODE OF CONDUCT

- Client Service Providers are not allowed to consume alcoholic beverages or illegal substances on premise.
- No consumption of food by Client's Service Providers is allowed, unless they are part of the prepaid final meal count.
- Planterra offices, conference rooms, storage rooms, etc., are for Planterra personnel only, unless prior approval is received from the events Planterra.
- Client Service Provider shall not use derogatory language on the property.
- Mobile phone usage by Client Service Providers is prohibited during an event in the conservatory; mobile phones may only be used in service areas outside the view of guests.
- Client Service Providers shall not invite outside guests into the Facility.
- For private, invitation only Events, the release of event details on social media networks during or prior to the event's commencement is strictly prohibited.
- The release of guest lists, personal information, or photographs which defame the Client, guests, or Planterra is strictly prohibited.

FOOD SERVICE PROVIDERS

- All outside food providers must be preapproved by the events Planterra.
- Outside food or beverage is subject to a \$15 per person fee, with the exception of desserts, wedding cakes, bag lunches and midnight snacks.
- All outside food must come from licensed and health code certified kitchens.
- We do not provide for the storage of outside food before or after an event.
- There is no onsite refrigeration for outside food and beverage.
- **Disposal of grease, drippings and/or oils down Facility drains (sinks and floor) is prohibited.**
- If additional cleaning after an event due to inappropriate disposal, Vendor will be responsible for materials and labor.

MISCELLANEOUS

- For reasons of preservation and maintenance, items such as: fog, smoke, bubbles, glitter, birdseed, silly string, rice and confetti cannot be used inside or outside the Facility.
- Client and Client's Service Providers shall not use smoke, fog or bubbles.
- No provisions will be made for storage. Any decorations, place cards, favors, etc., are the responsibility of Client and/or Client Service Provider.
- Planterra and the Facility do not allow the placement of signs around the community, promoting events held at the Facility.
- Planterra will not be liable for any damages to Client's property, or that of Client's Service Providers if it is moved, cleaned or stored by Planterra's employees in the performance of their duties.
- Planterra will not be responsible for any items that are missing or damaged.