



LINCOLN COMMUNITY FOUNDATION GARDEN POLICIES and PROCEDURES

GENERAL POLICY

The Lincoln Community Foundation Garden is owned and maintained by the Lincoln Community Foundation, Inc., 215 Centennial Mall South, Suite 200, 474-2345. The Lincoln Community Foundation realizes the enjoyment the Garden brings to the residents of this community and welcomes the opportunity for nonprofit groups to reserve the Garden for special functions based on a per-event rental fee. The president of the Foundation, or the president's delegate, must approve all uses of the Garden. The president reserves the right to allow or deny the use of the Garden for any event or for any reason. On occasion, approval from the Board of Directors may also be required.

As a general policy, the promotion of religious events and/or political rallies will not be allowed in the Foundation Garden.

The Garden is available for use from the hours of 7:00 AM until 11:00 PM daily. You may contact the Lincoln Community Foundation office during the hours of 8:00 AM – 5:00 PM Monday–Friday for more information.

CONTRACT INFORMATION

The Lincoln Community Foundation Garden is not considered reserved until the Foundation Garden Contract form is fully executed and deposits, if applicable, have been collected. Events intended for the Foundation Garden may not be advertised without a fully executed, signed contract.

EVENT AND APPLICANT DEFINED

The Lincoln Community Foundation Garden may be available for use by a nonprofit organization for a meeting, special event, celebration, etc. Groups of no less than 20, with a maximum of 500, may reserve the Garden.

GARDEN FACILITIES

The garden is handicapped accessible. Restroom facilities are not available. If restrooms are necessary, they will need to be provided by the applicant at the applicant's expense.

RESERVATION TIMELINE

If your organization would like to use the Garden for a function, we ask that you contact the Lincoln Community Foundation **at least** four (4) weeks prior to the event. Reservations will be considered on a first come, first served basis. The first step to reserve the Garden is to complete a questionnaire, which will provide us with information about the event so that we can determine if the Garden is the appropriate facility to accommodate the function. Within the questionnaire you may note an alternative date for the event in the case of unfavorable weather conditions. Only when an alternate date is stated, and that date is available, can we honor an alternate choice.

One-half of the user fee and damage deposit will be due upon questionnaire submittal. The remaining one-half of the user fee will be due seven (7) days prior to the event or the event will be considered canceled.

CANCELLATION

In the case that an event is canceled and cannot be rescheduled, 100% of the user fee and damage deposit will be refunded, less out of pocket expenses. However, the Lincoln Community Foundation is under no obligation to reschedule a canceled function.

USER FEES

The Lincoln Community Foundation charges a minimum fee of \$150 for up to three (3) hours use of the Garden. A fee of \$60 per hour will be charged for each additional hour, or portion thereof. A refundable damage deposit of \$300 is required at the time of the contract signing in all instances.

When determining the time of an event, set-up and tear-down time, as well as the actual running time of the event, are included. Event clean up is the responsibility of the Garden user. Foundation staff will be available prior to and following the event to close the Garden and answer questions.

Any additional usage or damage fees will be collected immediately following the event.

SECURITY

Security/safety for the event is the responsibility of the applicant. The Lincoln Community Foundation will provide a staff person to be available at the beginning and end of an event to open and close the Garden and/or to answer questions. The Lincoln Community Foundation and staff are not responsible for security/safety during the event.

To ensure adequate safety, only Foundation staff is permitted to open and close the Garden gates. At no time during the event can the gates be locked.

FOOD AND BEVERAGES

Private events may provide their own food, beverages, snacks, and/or refreshments or contract with a caterer, however, the sale of food, beverages, snacks, and/or refreshments is not allowed.

OPTIONAL EQUIPMENT

The Lincoln Community Foundation will provide limited available trash receptacles, lighting, a public address system, and the use of up to 100 chairs. There is space for a 20' x 40' tent. It is the responsibility of the applicant to procure the tent and all other special equipment i. e., extra lighting, sound equipment, music, etc., as needed. The questionnaire form addresses these extra items.

Signage in the Garden promoting an event needs preapproval by the Foundation. Foundation staff must be present when signs are temporarily affixed. The use of tape and/or permanent bonding materials are not permitted.

ADMISSION INFORMATION

An admissions charge is acceptable only in the case of a fund-raiser event sponsored by a non-profit organization. Pre-approval of such fees will be required. The questionnaire addresses this issue.

HOLD HARMLESS AND INSURANCE REQUIREMENTS

The Lincoln Community Foundation accepts no responsibility for any damage towards property or personal bodily injury or death to any participant or attendee. Therefore, with no exceptions, a Hold Harmless Agreement will need to be signed and registered within our office at the time of the contract signing. In addition, the applicant shall carry and maintain in full force and effect Comprehensive General Liability Insurance with minimum limits of \$1,000,000, naming the Lincoln Community Foundation, its Board of Directors and staff, as additional insured. The applicant shall provide proof of liability insurance, naming the Lincoln Community Foundation, its Board of Directors and staff as additional insured, to the office of the Lincoln Community Foundation at the time of the contract signing. The applicant agrees that, should the applicant fail to provide said Hold Harmless Agreement and proof of insurance as previously described, the Lincoln Community Foundation has the right, without liability, to cancel said event and immediately terminate the contract.

In addition to the above requirements, permits or licenses may be necessary including city or special event permits. Copies of all permits and licenses must be submitted to the Foundation at the time of the contract signing.

To ensure proper communication between the Foundation and the Garden user, one lead person must be responsible. This person is responsible to complete the Garden Usage Questionnaire and sign the Garden Usage Contract. This lead person must have the legal capacity to act on behalf of the organization or group granted permission to use the Garden for a specified event. Any questions or concerns raised by the Foundation will be directed towards this contact person.

THEFT OR DAMAGE

The applicant and/or organization will be held liable for any loss, theft, or damage to the Lincoln Community Foundation Garden's equipment, fountains, furnishings, or plant life occurring as a result of this event. In case of such loss, theft, or damage the cost of replacement of any item will be charged to the applicant. A refundable damage deposit of \$300 is required at the time of the contract signing.

UNACCEPTABLE ITEMS

Certain items are NOT allowed in the Garden area for any reason, at any time. These items include but are not limited to the following: alcohol use in any form, smoking in any form, fireworks, all rude and crude behavior, excessive noise, skateboards, roller skates, roller blades, and bicycles. If these activities occur, the event will be subject to immediate termination. If any damage occurs as a result of these unacceptable activities, the applicant will be held responsible.

Should any concern for safety or damage to people or property arise, the event will be subject to immediate termination.



*LINCOLN COMMUNITY FOUNDATION
GARDEN USAGE
PLANNING QUESTIONNAIRE*

General Information

Applicant _____

Address _____ City _____ Zip _____

Phone _____ Fax _____

Contact Person _____

(Person having legal capacity and/or authorization to sign contract on behalf of the organization)

Legal relationship to organization _____

Address _____ City _____ Zip _____

Work Phone _____ Home Phone _____

Event Information

Description of event, and purpose of event: Include all activities:

Proposed date(s) _____ Beginning & Ending time(s) _____

Alternate date(s) _____ Beginning & Ending time(s) _____

Sponsors

Is event co-sponsored? If yes, by whom? _____

Address _____ City _____ Zip _____

Work phone _____ Home phone _____

Attendance

Expected numbers by age groups:

_____ 10 yrs & under _____ 11-18 yrs _____ 19-25 yrs _____ 26-40 yrs _____ 40 yrs & over

Has event been held previously? _____ Yes _____ No

Location _____ Date(s) _____

By whom? _____

How does this event differ from previous years? _____

Promotion

How will event be promoted? _____ Local _____ Regional _____ National _____

Type of media utilized _____ Newspaper _____ Radio _____ Television _____

_____ Direct Mail _____ Other (please specify) _____

Phone number to be used for public information _____

Do you plan to use signs at your event? _____ How many? _____ What size? _____

What is the message? _____

How will they be secured? _____

Admission Information

Please describe any admissions or fees charged: _____

Current Lincoln Community Foundation policy states no admissions fee can be charged unless it is a pre-approved fund raising event.

Facility Requirements

Will you utilize temporary structures? If yes, describe in detail and type of locations.

_____ Stage _____ Tents _____ Booths _____

_____ Scaffolding _____

Will portable rest rooms be needed? _____ How many? _____ Where? _____

ADA requires one handicapped accessible portable rest room at each group of portable rest rooms.

How do you plan to remove refuse and garbage? _____

Are additional trash receptacles needed? _____ How many? _____ Where? _____

Electronic Equipment/Lighting

Who will provide? _____

Address _____ Phone _____

Will noise variance be required? _____ Yes _____ No _____

Personnel

Are vendors or street peddlers being considered? Fees charged for use of space? _____ Yes _____ No

Describe in detail:

Private events may provide their own food, beverages, snacks, and/or refreshments or contract with a caterer, however the sale of food, beverages, snacks, and/or refreshments is not allowed. The Original Korn Popper, 1417 "N" Street, shall have exclusive rights to the sale of food, beverages, snacks and refreshments in and about the Foundation Garden.

Security

What are your plans for providing security? _____

Special Effects

Are special effects planned? _____ Yes _____ No

If so, describe:

Will permits be required? _____ Yes _____ No

Date permit applied for: _____ Date permit approved: _____

Are live animals involved? _____ Yes _____ No

If yes, what type of animal: _____

How will these animals be contained on site? _____

First Aid/Safety

Is First Aid provided? _____ Yes _____ No

If yes, by whom? _____

Insurance & Hold Harmless Agreement

Insurance Company (must be registered by state of Nebraska) _____

Address _____ City _____ State _____ Zip _____

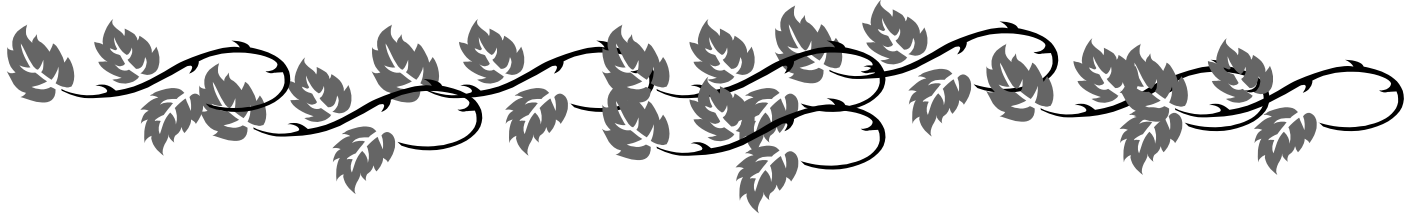
Agency _____ Agent _____

Attach a copy of the Insurance certificate

Additional Insurance (if necessary):

Additional Items

Attach a copy of all necessary licenses and permits



**LINCOLN COMMUNITY FOUNDATION
TROUBLE SHOOTING**

The following occurrences are prohibited in the Lincoln Community Foundation Garden. If you observe any of these events during regular Foundation business hours (8:00 a.m-5:00 p.m., Monday through Friday), PLEASE contact our office at 215 Centennial Mall South, Suite 200, or call 474-2345. If the incident occurs after business hours, please contact the Lincoln Police Department at 441-6000.

PEDDLING

SOLICITATION

ALCOHOL USE

SMOKING

LOITERING

INDECENT EXPOSURE

SKATE BOARDS

IMPROPER TRASH DISPOSAL

ROLLER BLADES

STRAY ANIMALS

ROLLER SKATES

VANDALISM

BICYCLES

FIREWORKS

MOTORCYCLES

In addition, please contact the Foundation office as soon as possible if you observe any of the following: 1) EMERGENCIES, 2) ILLNESS, 3) SPILLED TRASH.

Organizations, corporations, individuals

\$150.00 (user fee for up to 3 hours)

½ due at time of contract signing
remaining ½ due 7 days prior to event

\$60.00 (each additional hour or portion thereof)

due immediately following event

\$300.00 (damage deposit)

due at contract signing

501 (c) (3) organizations

\$100.00 (user fee for up to 3 hours)

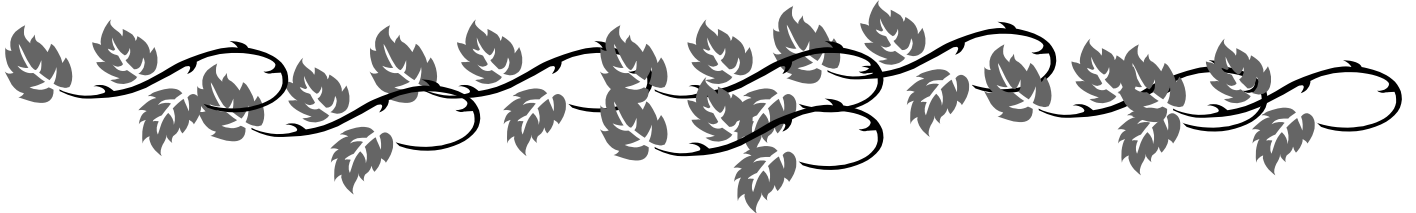
½ due at time of contract signing
remaining ½ due 7 days prior to event

\$50.00 (each additional hour or portion thereof)

due immediately following event

\$300.00 (damage deposit)

due at time of contract signing



**LINCOLN COMMUNITY FOUNDATION
GARDEN USAGE CONTRACT & HOLD HARMLESS AGREEMENT**

Event & Event Date(s) _____

This contract formed on _____ is between the Lincoln Community Foundation and the organization listed below as "Renter".

RENTER _____

Will pay by check _____ Cash _____

Contact Person _____

Billing Address _____

Telephone _____ Fed. ID # _____

For office use only: Estimated Charges _____ Deposit Due _____
**\$300 damage deposit due at the time of the contract signing.
**50% user fee deposit due at the time of the contract signing. The remaining 50% due seven (7) days prior to the event.

FOR THE RENTER:

Signature: _____ Date: _____

Please Print Name: _____

(Must have legal capacity and/or authorization to enter into contractual agreements. By signing this contract, the renter agrees to comply with the Garden Usage Policies and Hold Harmless Agreement. In addition, the renter must comply with the Garden Usage Questionnaire. Should any changes be made with regard to the Questionnaire, the renter is to contact the Lincoln Community Foundation immediately).

FOR THE LINCOLN COMMUNITY FOUNDATION

Signature: _____ Date: _____

**Lincoln Community Foundation
Hold Harmless Agreement**

The undersigned, authorized representative of _____, who is being granted permission to hold a function/event in the Lincoln Community Foundation Garden, on _____, hereby acknowledges the existence of and full responsibility for risks associated with this activity, which may cause damage to property or personal bodily injury or death to any participant or attendee(s), and, furthermore herewith agrees to indemnify and hold forever harmless the Lincoln Community Foundation, its administrators, Board of Directors, officers, agents and employees against loss from any claims, demands, or actions that may hereafter or at anytime be made or brought against the Lincoln Community Foundation, its administrators, Board of Directors, officers, agents, and employees on account of damages to property or bodily injury or death to the participants or attendee(s) sustained in consequence of the aforesaid permitted function.

The undersigned further agrees to be responsible for any and all damages which may occur to the Lincoln Foundation Garden as a consequence of the aforesaid permitted function/event.

Authorized Signatory

Date

*PLEASE SIGN AND RETURN BOTH COPIES OF THIS CONTRACT ALONG WITH THE DEPOSIT DUE TO: LINCOLN COMMUNITY FOUNDATION, 215 CENTENNIAL MALL SOUTH, SUITE 200, LINCOLN, NE 68508 One fully executed copy will be returned to you for your records.