

# EVENT AND RESERVATION POLICIES

- A non-refundable reservation deposit of 20% of venue cost is required to secure the date of your event. A refundable security deposit of \$200 is required at final payment.
- Final payment is due 7 calendar days before event.
- For outdoor events, clients must secure a backup location in case of inclement weather. The Arboretum cannot host any outdoor events in inclement weather (heavy rain or severe weather). Events on the lawn are also dependent on its status following heavy rains or flooding events due to its stormwater detention function. The Arboretum is not responsible for damage to personal property or event preparedness, expenses, or loss due to inclement weather.
- Cancellations are accepted up to 48 hours from event time. A refund not including the reservation deposit will be processed. Process time may take up to 6 weeks (depending on payment method).
  - Only the client may cancel by email, phone or in person and must complete all applicable tax forms to process refund.
  - Arboretum staff reserve the right to cancel any events within 48 hours of the event at the issuance of a weather advisory (high wind, flood watch, etc.) by the National Weather Service. In this case, the client will receive a refund not including the reservation deposit.
- Event parking is not reserved. Event guests may park in the JMU R-5 lot, the Pond parking lot, or the Plecker Center lot as available. Based on group size, Arboretum staff can arrange additional parking in other JMU lots. Other JMU lots are not available unless arranged in advance. The Arboretum is not responsible for other JMU events such as football games that may impact parking availability.
- Food and Beverage Policy:
  - If catering or bartending is needed, it must be provided by JMU Special Events Catering (540-568-6637). **No outside catering agency allowed.**
  - No alcohol or intoxicant may be carried onto premises, unless being served by JMU Special Events Catering.
  - Brown Bag lunches, pot-luck style meals, and other non-catered food and nonalcoholic drinks are permitted.
- Client is responsible for any damage to Arboretum property and agrees to pay the Arboretum upon demand of any amount necessary to repair or replace damaged property arising from the use of the premises. Damage assessment and cost of repair is at the discretion of Arboretum staff.
- No physical alteration, amendment, or adjustment to property is allowed (i.e., no marking of trees, cutting botanicals, set-up of personal tents, no nailing/tacking signs, leaving tied ribbons on trees, etc.).
- No fires of any sort are allowed, including smoking, candles, grills, campfires, etc.
- Visitors must remain on sidewalks, trails, or lawn. Please do not stand in the flower beds.
- The Arboretum grounds including parking lots remain open to the public during events.
- Sporting activities such as football, soccer, frisbee are prohibited at the Arboretum.
- Clients must remove event decorations and debris, and place trash in receptacles provided within the event reservation time. Violations are subject to forfeit security deposit at the discretion of Arboretum staff.
- Dogs are allowed but must be on leash. Please pick up after pets.
- Client and guests must vacate premises and parking areas by dusk unless otherwise negotiated by contract for events.

## LIABILITY RELEASE

In consideration of James Madison University permitting my participation in the activity on the premises of the Frances Plecker Education Center and the Edith J. Carrier Arboretum, I agree to assume the risks known to be inherent in the activity, as well as any unforeseeable risks. I also agree to assume the responsibility for my invitees and guests who participate in the activity, and to hold harmless the university, its officers, agents and employees for any damages or injuries to myself, my invitees and guests.

I realize that some of the activities may subject me to certain hazards not all of which can be foreseen. I desire and consent by signing this form, to take part in all such activities. I assume all the ordinary risks normally incident to the nature of the activities and agree that the University or any of its officers, agents and employees will not be responsible for any damages or injuries resulting to me or my invitees and guests. I hereby release the university, its officers, agents and employees from all liability, in exchange for allowing me to use the university premises for this activity.