



2145 Centre Avenue | Fort Collins, CO 80526
970.416.2486 | fcgov.com/gardens

2023 YOUTH BIRTHDAY PARTY POLICIES

Birthday party packages are available for children under 12 years old and must be scheduled on Saturdays or Sundays during operating hours.

Package Cost: \$200

With our birthday party package, you will receive:

- Three-hour rental of your preferred location:
 - Green Roof Shelter: exterior covered area in our Children's Garden (available mid-May through mid-October only)
 - Evelyn Clark Classroom: indoor space near our Children's Garden (available year-round)
- Tables and seating for 20 guests within your rental space.
- Gardens Party Kit including an age-appropriate scavenger hunt, a craft, and seed packet party favors for all participating children (up to 15 children). The Party Kit components are best suited for children between ages three to 11.
- Access to explore full Gardens, including the Butterfly House, for your guests (up to 30 guests).
- A complimentary one-day photography permit.

Booking Policies:

- **Reservation Policy:** Reservations are completed once applicant has paid a non-refundable 50% deposit and signed this policy form. The balance is due 30 days prior to the rental date. The Gardens requires at least two weeks advance notice to book a birthday party. The ability to host on a certain date and time is based on availability of the space and staffing.
- **Adult-to-Child Ratio:** At a minimum, The Gardens requires a 1:5 adult-to-child ratio during youth birthday party rentals.

- **Inclement Weather:** Youth birthday party rentals will not be refunded due to inclement weather. If the applicant has reserved the Green Roof Shelter, there is no guaranteed indoor option. If the Evelyn Clark Classroom is available, staff will try to accommodate a relocation, but this space may be unavailable due to other programming or events.
- **Cancellation and Rescheduling Policy:** The 50% deposit is non-refundable. If the event is cancelled with more than seven days' notice, the remaining balance can be refunded or the event can be rescheduled within the following year, based on availability. If the event is cancelled within seven days of the scheduled start time, the entire balance will be forfeited.

Food and Beverage Policy:

- The applicant is responsible to provide food and non-alcohol beverages, paper products, cups, and utensils.
- All food and beverages served must be commercially prepared. Food items can be prepared by a caterer, restaurant, or bakery, or can be premade items purchased from a store. Potluck and homemade items are not allowed.
- Food and beverages must be kept within the rented space.
- Alcohol is not allowed at youth birthday parties.
- Applicant is responsible for clean up after the event, including cleaning off the picnic tables, chairs, and the grounds in and around the event area. All trash and recycling must be placed in provided receptacles.

General Policies for Youth Birthday Parties:

- **Children must be supervised at all times.**
- Birthday party rentals allow a maximum of 15 children (all guests under 12 years old, including infants) and a maximum of 30 guests in total.
- Animals, with the exception of service animals, are not permitted at The Gardens.
- Smoking is prohibited, including cigarettes, e-cigarettes, marijuana or tobacco in any form.
- The applicant is responsible for any decorations and for cleaning the space.
- Rice, birdseed, confetti, glitter, canned string, and balloon releases are not permitted in our gardens.
- Fires and flames are not permitted, including but not limited to grills, sparklers, fireworks, and decorative candles. Birthday cake candles that are temporarily lit and then immediately blown out are allowed, except during heightened fire danger conditions.
- Applicant is not permitted to nail, tape, or drape any items to / from structures.
- The City of Fort Collins and the Gardens on Spring Creek will not be responsible for any lost or damaged items. This includes items left before or after the event.
- It is the responsibility of the applicant to ensure all guests are informed of these policies.

The City of Fort Collins Noise Ordinance applies to all events in The Gardens on Spring Creek. The City reserves the right to eject or cause to be ejected from the premises any person or persons who violate any applicable law, rule or regulation or who interfere with others' use of City property, and neither the City nor any of its officers, agents or employees shall be liable to the Applicant for any loss or damages that may be sustained by Applicant through the City's exercise of such right.

Safety and Liability: The applicant acknowledges that natural and man-made water features located on or adjacent to the grounds of the Gardens on Spring Creek may pose certain risks and dangers and agrees as a condition of this rental to take necessary precautions to avoid injury to applicant, its invitees or others using the Gardens on Spring Creek pursuant to this Rental Contract.

The applicant acknowledges that there are risks inherent in the activities that will be undertaken pursuant to this rental that may result in bodily injury or property damage to participants or others. The City does not assume any responsibility for lost or stolen articles, damage to applicant property, or injury to persons using City facilities, and applicant hereby waives any claims against the City related to any such damage or injury. The Applicant will indemnify and hold harmless the City, its officers, employees, agents, contractors and volunteers against all claims, causes of action, damages, liability, loss or costs, including reasonable attorney's fees, of every kind and nature, directly or proximately resulting from or caused by any act or omission of the applicant or any of its officers, agents, employees, representative, assigns, guests, patrons or invitees or by their use of occupation of the Gardens on Spring Creek, including without limitation any loss or damage to property delivered to the facility prior to, during or subsequent to the use of the facility by the applicant.

Patrons are not allowed to walk, wade, or swim in the water features. This also includes climbing on the rocks surrounding the waterfall and the fence around the train.

Copyright Compliance – The User assumes the complete and sole responsibility for complying with all rules and regulations concerning copyright and paying all license fees in connection therewith. In the event that User fails to pay any such fees and, as a result thereof, the City incurs costs in payment of such, and / or in satisfaction of copyright obligations, User hereby agrees to reimburse the City for such costs and / or expenses. User agrees to indemnify and hold harmless and defend the City, its officers or employees from and against any and all claims, demands, or suits that may be made or brought against them with respect to the performance of any material performed during the Event.

Applicant's Signature

Date

The Gardens Representative Signature

Date