

**THE DANIEL BOONE NATIVE GARDENS  
EVENT and WEDDING and WEDDING RECEPTION  
POLICIES & CONTRACT  
651 Horn in the West Drive  
PO Box 1705  
Boone, NC 28607**

E-mail: [Danielboonegardens1963@gmail.com](mailto:Danielboonegardens1963@gmail.com)

GENERAL GUIDELINES: ALL RESERVATIONS MUST BE MADE THROUGH THE GARDEN EVENT COORDINATOR AND MUST BE COMPLETED IN WRITING. Contracts are found at the end of this document.

The Daniel Boone Native Gardens will make every effort to ensure that the Gardens are attractive for your event; however, given weather conditions and the seasonal nature of flowering plants, the appearance and quality of the Gardens will change daily. The premises of the Gardens must be used as is on the day of the event and must be left in the same condition in which it was found.

The Daniel Boone Native Gardens are open to the public daily and public access will be maintained during events.

Complimentary admission for your guests is included in the rental of the Gardens.

Except for service animals, no pets are allowed in the Gardens at any time.

The release of doves, butterflies or any other animals is not permitted in the Gardens.

The release of balloons is not permitted in the Gardens.

Artificial petals or leaves, glitter, confetti, or fireworks are not permitted.

Bubbles, flowers, and flower petals are permitted but must be removed after the event.

Birdseed is not permitted in the Gardens.

Smoking is not permitted in the Gardens.

Parking is available in the lot near the Gardens and, with prior arrangement, in the parking lot of the Horn in the West and the grass parking area of Hampton's Funeral Home.

All contact information (e-mail, phone and mailing address) for the rental party must be updated if anything on the Contract has changed.

In the event you use a caterer for your event, the caterer must have adequate property damage and liability insurance for the protection of the rental party. If alcohol is served, the caterer must have all appropriate permits and proof of liquor law liability insurance. This documentation must be copied and provided to the Daniel Boone Native Gardens one week prior to the event.

The rental party agrees to assume responsibility for any damage to the Gardens by anyone attending or present on the premises as a result of the event.

## BOOKING

### **Deposits:**

A reservation deposit equal to 50% of the expected total charge PLUS \$200 refundable damage deposit is due with the signed wedding or event contracts. Once we accept your payment we will put your wedding or event on our calendar. At this point your event date and time are guaranteed. If the rental party cancels the contract more than 120 days prior to the event, for any reason, the reservation deposit will be refunded. If no damages occur, the \$200 damage deposit will be returned after the event. If damages occur, a bill will be sent to the rental party; there may be a balance due if damages exceed the deposit.

### **Time for Events:**

Wedding charges are based on a four-hour use of the Gardens, including set up before the event and clean up after the event. Additional time used is billed at \$125 per hour. Events are charged by the hour at \$125 per hour per Garden location.

**Reservation Process** A signed rental contract, with appropriate deposits, must be submitted to confirm use of The Gardens.

A bill reflecting all payments due will be sent 60 days prior to event  
All remaining payments are due 30 days before the event date.

**Cancellation Process** If the rental party cancels the contract more than 120 days prior to the event, for any reason, the reservation deposit, damage deposit, and all other amounts paid will be refunded. If the rental party cancels the contract more than 60 days but less than 120 days prior to the event, for any reason, the damage deposit and 50% of all other amounts paid will be returned. If the rental party cancels the contract less than 60 days prior to the event, for any reason, only the damage deposit of \$200 will be returned. The reservation deposit will not be refundable.

**Rescheduling** If another date is available, your event may be rescheduled for no penalty.

**Refunds:** If you are due a refund under the payment policies outlined above, including a damage deposit after an event, please allow 2-4 weeks for payment to be processed.

**Unforeseen Events:** The client cannot hold the Daniel Boone Native Gardens responsible for failure to provide services due to emergencies, catastrophes or interruptions of public utilities. In case of such an event, the Daniel Boone Native Gardens will allow rescheduling of the event, if possible, without penalty. If rescheduling is not possible, a full refund will be made.

**Music:** Music must be heard only in the area of the event or wedding. No music should be so loud that it can be heard by neighbors.

**Publicity:** The contract permits the use of the name of the Daniel Boone Native Gardens to indicate the location of your event. The invitation and any publicity may not imply that the Daniel Boone Native Gardens is sponsoring the event.

**Liability:** The rental party is responsible for any actions, damages or expenses in connection with personal injury, illness, property damage or theft resulting from the use of the facilities of The Gardens.

The Daniel Boone Native Gardens, its staff and board of governors shall be held harmless for any injury, illness, and theft or property damage resulting from the use of the facility by the rental party. The rental party agrees to assume responsibility for any injury to persons attending the event. The rental party is also responsible for the loss of any personal property resulting from the action or inaction of guests.

**ABC Permit:** Limited Special Occasion Permit: A limited special occasion permit authorizes the permit holder to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of that property, and to serve those alcoholic beverages to the permit holder's guests at a reception, wedding, party or other special occasion being held there. The Daniel Boone Native Gardens limits serving of alcohol to beer and wine.

Complete the Application for the Limited Special Occasion Permit and submit with the required fee. Information and application can be found at

<https://abc.nc.gov/Permit/SpecialPermits>

Arrangements for the serving of alcohol must comply with all state and local ordinances, licenses and laws.

Observation of violations of any of these requirements by the staff of the Daniel Boone Native Gardens will require the immediate cessation of serving of alcohol.

Copies of all required permits must be provided to the Daniel Boone Native Gardens event coordinator at least one week prior to the date of the event.

ABC permit must be in the possession of the caterer during the event.

**Tents and Other Equipment:** All tents must have appropriate fire extinguishing equipment. The set-up, arrangement and delivery of all floral arrangements, decorations, table, chairs, linens, glassware and any other accessories are the responsibility of the rental party. Access must be arranged in advance.

The rental party is responsible for set-up, clean up, leaving the Gardens in the same condition as found.

All or a portion of the security deposit will be retained should this obligation not be honored.

Staff: One staff person or board member from the Daniel Boone Native Gardens may be present during any event.

**CONTRACT FOR EVENT**

Renter's Information:

Name: \_\_\_\_\_

Group sponsoring event (if applicable) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zipcode \_\_\_\_\_

Phone Numbers: cell \_\_\_\_\_ home \_\_\_\_\_ work \_\_\_\_\_

E-mail \_\_\_\_\_

Event Date: \_\_\_\_\_ Event time: \_\_\_\_\_

Event Location \_\_\_\_\_

Rain Plan: \_\_\_\_\_

**Venues Available and Guest Capacity**

- Wedding Lawn 200 guest capacity \$500 \*
- Pickin' Porch Lawn 200 guest capacity \$500 \*
- Rockery 40 guest capacity \$200 \*
- Second reserved area, same event \$300 \*
- Small events, no reserved area, no seating \$155 per hour

\*Reservations are for a 4-hour period, including set-up & cleanup. Additional time is \$150 per hour

I (we) have read the policies established for the use of the Daniel Boone Native Gardens and we agree to abide by them

Responsible Party \_\_\_\_\_ Date: \_\_\_\_\_

**Record of Payments**

Refundable Damage Deposit \$200      Date Paid      \_\_\_\_\_

50% of rental amount      \_\_\_\_\_      Date Paid      \_\_\_\_\_

Remaining charge for site      \_\_\_\_\_      Date Paid      \_\_\_\_\_

Remaining balance due by: \_\_\_\_\_

Send the original contract and your deposit check for \$200 plus 50% of rental amount to:

Daniel Boone Native Gardens PO Box 1705 Boone, NC 28607

(Remember to send copy of ABC permit, if appropriate)

**CONTRACT FOR WEDDING**

Bride's Information: Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip code \_\_\_\_\_

Phone Numbers: cell \_\_\_\_\_ home \_\_\_\_\_ work \_\_\_\_\_

E-mail \_\_\_\_\_

**Groom's Information:** Name: \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip code \_\_\_\_\_

Phone Numbers: cell \_\_\_\_\_ Alt Number \_\_\_\_\_

E-mail \_\_\_\_\_

Wedding date and time: \_\_\_\_\_

Wedding Location in the Gardens (see map) \_\_\_\_\_

Rehearsal date and time: \_\_\_\_\_

Officiant: \_\_\_\_\_

Reception Location & Time \_\_\_\_\_

Rain Plan: \_\_\_\_\_

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I (we) have read the policies established for the use of the Daniel Boone Native Gardens and we agree to abide by them Responsible Party \_\_\_\_\_ Date: \_\_\_\_\_

### Record of Payments

Refundable Damage Deposit \$200      Date Paid      \_\_\_\_\_

50% of rental amount \_\_\_\_\_      Date Paid      \_\_\_\_\_

Remaining charge for site \_\_\_\_\_      Date Paid      \_\_\_\_\_

Remaining balance due by: \_\_\_\_\_

Send the original contract and your deposit check for \$200 plus 50% of rental amount to:

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(Remember to send copy of ABC permit, if appropriate)

**\*\*Leave it as you find it\*\***

DBNG is home to an amazing diversity of indigenous plants. Please take only pictures.