



This Contract ("Contract") is between the University of Pittsburgh - Of the Commonwealth System of Higher Education ("Client", "Pitt", "you", "your") and Phipps Conservatory & Botanical Gardens Inc. ("Phipps", "we", "our") for the following Event ("Event"):

Pitt Department Name

DATE

ACCOUNT: University of Pittsburgh

EVENT NAME:

EVENT CONTACT:

EMAIL:

PHONE:

ADDRESS:

PHIPPS CONTACT:

EMAIL:

PHONE:

Choose all services that will apply: ☐ Venue Rental ☐ Beverage Service ☐ Linen/Tableware Rentals.

VENUE RENTAL SUMMARY

Date	Time	Location	Areas	Event Type	Rental

EVENT TIMES:

Set-Up Start Time:	
Guest Access Timeframe:	
Tear-Down End Time:	

Please note: times may not be adjusted after signing the Room Rental Contract. If you would like to purchase additional time, please coordinate with your Phipps contact.

SERVICE PRICING SUMMARY ESTIMATE:

SERVICE:	EVENT TYPE	PRICE	EST. TOTAL
VENUE			
BEVERAGE			
LINENS/TABLEWARE			
DEPOSIT			
BALANCE DUE			

VENUE RENTAL:

Qty	Price	Total
Example		

BEVERAGE SERVICE PRICING AND PAYMENT PROCEDURES

A non-refundable fee is necessary to hold the date. They are as follows:

- Hourly and Consumption bars: \$1,000.00 – unless otherwise stated
- Cash bars: Calculated based on the original estimated number of guests multiplied by a \$10.00 per person set up fee.

These fees will be applied to the total invoice.

Payment Procedures for Hourly and Consumption Bars:

\$1,000.00 is the minimum spend requirement for full bar service. \$500.00 is the minimum spend requirement for beer and wine or specialty bar service such as a mimosa bar or non-alcoholic bar service. A non-refundable deposit of the beverage minimum spend requirement is due *after execution of Contract*. The credit card on file will be charged within three (3) business days unless another form of payment is provided and coordinated with the Event sales representative prior to the due date. A confirmed final guest count is due fourteen (14) days prior to Event, the Client must guarantee the beverage payment with a valid credit card number (Visa, MasterCard, Discover or American Express) after execution of the Contract. For consumption bars, upon completion of the Event, the credit card on file will be charged the remainder of the balance, or a credit will be issued if estimate based on final guest count was in excess of the actual invoice. This will occur within (3) business days after Event. While the Client may choose to pay for beverages with an alternate form of payment, the credit card will be charged if the other form is not provided.

Payment Procedures for Cash Bars:

The full estimated cost for cash bars is due *after execution of the Contract*. A confirmed final guest count is due fourteen (14) days prior to Event. The Client must guarantee the beverage payment with a valid credit card number (Visa, MasterCard, Discover or American Express) *after execution of the Contract*. While the Client may choose to pay for beverages with an alternate form of payment, the credit card on file will be charged if the other form is not provided. Phipps will charge or refund the credit card on file to reflect the difference between the final guest count and the estimate at the time the Contract was signed.

Payment due dates that fall on a weekend or holiday will be due the next business day. Please make checks payable to Phipps Conservatory and Botanical Gardens, Inc.

Pricing:

For cash bars, a cashier fee of \$150 per cashier is required to handle cash transactions. A minimum of 50 guests is required for a cash bar.

Please request Event Bar Menus for more details concerning liquor, beer, wine, and champagne selections.

Dinner wine is charged based on consumption. Specialty wines are available and priced according to the Event Bar Menu.

Prices and products are subject to change due to market availability and pricing fluctuations and do not include sales tax or service charges. Pennsylvania sales tax of 7% is additional, as is the Allegheny County poured drink tax of 7%.

****All quoted prices are subject to change. Prices will only be guaranteed when a signed Contract is executed and a deposit is received.****

TERMS AND CONDITIONS:

The Client shall, upon execution of this *Contract*, make a non-refundable deposit of 50% of the total amount of the Venue Rental fee. All services require to be invoiced and paid separately. Please indicate date of Event on all payments.

ACCESS: Client will have access only to the reserved Venue space(s) and only at the specified time in the *Event Contract* ("*Contract*"). All other areas of Phipps are inaccessible and off-limits to the Client and Client's guests.

ACTIVITY: The activity for which the facility is requested must be approved by Phipps Rental Events Manager prior to the execution of the *Contract*. The room(s) may only be used for the purpose for which they are intended. Any sales by a group shall be permitted only with prior written consent by Phipps.

ADMISSIONS: Any activity charging admission fees must receive prior written approval from Phipps Rental Events Manager.

ADVERTISING, PRINT MATERIAL OR PROMOTIONS: If the Event is to be promoted or advertised in any way in which Phipps' name or logo is to be used, Phipps retains the right of approval for such advertisement, print material or promotion. At the request of Phipps, the sponsoring Client may be required to place a disclaimer on all advertising for the Event that explains that the Event or the

Client are not endorsed or sponsored by Phipps.

ALCOHOL: All Clients are required to use Phipps or Phipps-approved Caterers for all of their alcohol service.

OUTSIDE LIQUOR, WINE AND BEER: Alcohol, of any type is prohibited from being brought onto Phipps property. The Client shall not bring alcoholic beverages of any kind to the Event. It directly jeopardizes Phipps' liquor license and the alcoholic beverages will be confiscated. A \$500 fee will be assessed and charged if this policy is violated. Phipps reserves the right to charge the card on file for this fee.

ALCOHOL AWARENESS: The Pennsylvania State Liquor Control Board regulates the service and sale of alcoholic beverage. As a licensee, Phipps is responsible for the administration of these regulations; therefore alcohol may not be brought in or taken out of the facility (this includes alcohol as a gift). Phipps reserves the right within the sole discretion of its officers, employees, servants, or agents to refuse or discontinue the service of providing alcoholic beverages to any person or persons attending the Event and to refuse or discontinue entirely the service of providing alcoholic beverages at any time during the Event. Phipps reserves the right to close a bar if liquor laws or Phipps policies are violated. Phipps reserves the right to request valid picture identification for service of alcohol to any guest. There will be zero tolerance for minors consuming alcohol. Minors are the responsibility of the Client. Phipps further reserves the right to refuse service of alcoholic beverages to any person under the age of twenty-one (21) or any person that is believed to be under the age of twenty-one (21) who cannot provide adequate proof of age. We request and expect the support and cooperation of the Client in implementing these policies. Phipps abides by the policy of drinking in moderation; therefore we do not allow the consumption of shots, doubles, or Long Island Iced Tea-style drinks at any Phipps location. Phipps does not allow alcoholic beverage service at Events without food service. Food service must consist of food appropriate to the rental time (i.e. breakfast, lunch, dinner, or comparable hors d'oeuvres).

GUARANTEE: Exact attendance for all Events must be made by the Client at least fourteen (14) full days in advance of the Event. This count may not be reduced after this deadline.

ARRANGEMENTS: Rental of glassware, bar tables, linens, and floor plans will be facilitated by the Phipps Events Supervisor.

BEVERAGE SERVICE: Bartenders will be provided by one of the caterers approved to work at Phipps. Beverage service will be open for a minimum of two (2) hours. All Beverage Agreements must be received seven (7) days prior to the Event or beverage service may be denied.

ASSIGNMENT: This Agreement may not be sold, assigned or otherwise transferred by the Client to any other person or organization without the express written consent of Phipps, which consent may be withheld for any reason or no reason.

CANCELLATIONS: A non-refundable deposit of one-half the amount of the Venue Rental fee is due after execution of the Contract. In the event of a cancellation less than fourteen (14) days prior to the Event, the entire amount of the Venue Rental fee will be non-refundable.

CHILDREN ATTENDING EVENTS: Children attending events must be closely monitored by an adult. The fountain and bedding gardens are restricted areas and must not be entered by any guests.

DECORATIONS: All decorations must be approved by Phipps Rental Events Manager prior to the Event and must be removed promptly at the conclusion of the Event. The use of tinsel and glitter is not permitted. The use of runners or "crash" is also not permitted. See other prohibited activities below.

DELIVERIES: Deliveries of any kind must be arranged in advance with Phipps Rental Events Manager. Deliveries and "pick-up" must be within the allotted time designated in this Contract.

DISPLAYS: Because Phipps is a living museum, our display areas change frequently depending on the life expectancy of the plant material. Therefore, we cannot remove any plant material or props that may be on display at the time of an Event. Furthermore, we cannot guarantee any specific plant material, color scheme, or props.

ELECTRICAL: Electrical provisions vary depending on Garden site selection(s). Client must make arrangements for any supplemental lighting with Phipps Rental Events Manager. The City of Pittsburgh Fire Code requires that any open flame be covered by a globe. Torches, sparklers, firecrackers, and bonfires are not permitted in the Garden.

EQUIPMENT RENTAL: Client is responsible for all rental fees for use of any tent extensions, sidewalls and equipment. Billing and payment is handled directly between the Client and the rental company. No tables, chairs, serving centers, entertainment units or equipment of any sort may be placed on the grass or in any of the planted area(s) without prior approval from the Phipps Rental Events Manager.

FOOD SERVICE: Client must use one of the caterers approved by Phipps. Upon signing a contract with the approved caterer, the Client must provide Phipps with a copy of the contract.

FORCE MAJEURE: Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include acts of God, acts of a public enemy, acts of a civil or military authority, embargoes, pandemics resulting in mass closure of all public events and schools, government regulations, war, terrorist acts, riots, fires, floods, earthquakes, hurricanes, or labor strikes. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable. *For the avoidance of doubt, the parties acknowledge and agree that any pandemic or national or regional emergency that renders the Event reasonably unsafe or against the Client's requirements, expectations, standards, guidelines, policies or procedures may be canceled without any payment obligations and without liability hereunder.*

LICENSE AGREEMENT: Phipps is not committed to a particular date for an event until this Contract has been signed by the Client and accepted by Phipps, and Client has paid the required deposit.

METAL DETECTORS: Metal detectors, including wands, may only be used for events held either before or after hours when Phipps is open to the general public.

MISCELLANEOUS: This Contract is the entire Contract between the parties and supersedes any prior or contemporaneous agreements or understanding.

In signing a Contract with Phipps, Client agrees that it will not engage in or permit any unlawful gambling such as poker, Texas Hold 'Em, lotteries, raffles, Chinese auctions, sporting event pools, casino type games including but not limited to blackjack and roulette, while Client or any of its members or guests are on the premises of Phipps.

If Client is going to conduct a raffle or lottery on Phipps' premises pursuant to a Local Option Small Games of Chance permit, Client must produce to Phipps at least 7 days prior to the Event: (1) a copy of its small games of chance license; (2) copy of letter to local District Attorney notifying DA that raffle/lottery will take place on Phipps' premises; and (3) description of lottery/raffle, complete list of prizes to be awarded for lottery/raffle and value of prizes. It shall be within Phipps sole discretion to determine whether such raffle or lottery is legal and whether it may be held on Phipps premises.

In signing a Contract with Phipps, Client agrees that it will not sponsor any contests on Phipps premises in violation of Section 5.32 of the Liquor Control Board Regulations. If Client intends to hold such a contest at Phipps, Client shall provide to Phipps at least 7 days prior to Event, a description of the contest, the name of the person or party organizing and sponsoring the contest, whether the sponsor of the contest is a bona fide charitable organization registered with the Department of State, a complete list of all prizes and the value of all prizes. It shall be within Phipps sole discretion to determine whether such contest complies with the Liquor Control Board Regulations and whether it may be held on Phipps premises.

MUSIC: Phipps rental staff has the right to control the sound level. The Client is responsible for paying all musicians, rentals, royalties, ASCAP Licenses and other fees. The terms of contracts with musicians/DJ services must be made to coincide with the Event times specified in this Contract. The City of Pittsburgh music ordinance requires music not be audible 1 mile away after 11:00 p.m. Phipps will not provide equipment for the sole purpose of music/DJ services. Musicians/DJ services and sound crews must make prior arrangements for set up with Phipps Rental Events Manager.

NO ORAL MODIFICATION: Any modification to this Contract must be in writing and executed by the Client and Phipps.

PARKING: Guests may use available public parking spaces in front of Phipps on Schenley Drive. Parking may also be available in the center of Schenley Drive for Phipps events. Valet parking is permitted; however, arrangements must be made with a private company at the Client's expense. The valet parking company must be approved by Phipps.

PHOTOGRAPHY: Photography by Client is limited to the rooms and the times provided for Client's Event under this Contract. Photography in other areas is strictly prohibited.

PICKETING, PROTESTS OR THIRD-PARTY EVENT DISRUPTION: If Client believes or has reason to believe that the Event may be the subject of third party disruption including, but not limited to, protesting or picketing (collectively "Disruptions") whether the same might occur before, during or after the Event, Client must provide written notice to Phipps thereof with the execution of this Contract. Written notice must include a description of the nature and source of the Disruptions and whether the Disruptions are anticipated at Phipps in a time period prior to, during, or after the Event. Phipps reserves the right to cancel the Event in its sole discretion after receipt of such written notice. If the Event is canceled by Phipps after receipt of such written notice, Client will be entitled to a full refund of all deposits paid.

If Phipps is not notified of such potential Disruptions by the Client by the written notice provided for above and Phipps otherwise becomes aware of potential Disruptions or if Phipps learns that information regarding potential Disruptions was incorrect or incomplete, Phipps reserves the right to cancel the Event and the entire amount of all deposits are non-refundable.

PROHIBITED ACTIVITIES: No plants or flowers are to be picked or removed from the Phipps' facilities, including the outdoor garden. Throwing rice, confetti, birdseed, grass seed or artificial petals is prohibited. Bubbles, the release of butterflies, birds and helium balloons, no open flames, sparklers, smoke machines, glow sticks, foam of any kind and dyes, also are prohibited..

RISK OF LOSS: Phipps shall not be liable for any property brought onto the premises by or at the direction of the Client. Phipps shall dispose of any property that remains on the premises beyond the term of the rental period. All risk of loss with respect to any property brought onto Phipps' premises shall remain with the Client.

SECURITY: Private security for events is permitted; however, the private security company must be approved by Phipps at the time of receipt of this Contract. If Phipps is not notified of the use of private security by the Client by the written notice provided for above and Phipps otherwise becomes aware of intended use of private security or Phipps learns that information provided by Client regarding private security in this Contract was incorrect or incomplete, Phipps reserves the right to cancel the Event at any time. If the Event is canceled by Phipps as a result, the entire amount of all deposits are non-refundable. Armed private security is not permitted.

SIGNAGE: Signage is only permitted with prior consent.

SMOKING: Phipps is a smoke-free facility; smoking is not permitted in any of our buildings, tents or grounds.

SUITABILITY: Client acknowledges that Event Contact has examined the premises, has determined that the premises are suitable for the Client's intended use(s) and has relied solely on Event Contact's own examination and judgment in making such determination. Phipps disclaims any warranties regarding the suitability of the premises for the Client's intended use.

LINEN SERVICE: Phipps will supply rental linens through its third-party provider. Minor damage and stains resulting from normal use are considered part of standard business operations and will not incur additional charges. However, a replacement fee will apply for any linens that are damaged, permanently stained, or rendered unusable due to causes undisputedly caused by the Client. The determination of such damages will be mutually agreed upon between Client and Phipps. Normal wear and tear from standard use will not result replacement charges.

TABLEWARE SERVICE: Phipps will provide rental tableware through its designated third-party provider. Minor chips, scratches, or signs of normal use are considered standard wear and will not result in additional charges. However, a replacement fee will apply for any tableware that is broken, cracked, or otherwise rendered unusable due to causes undisputedly caused by the Client. The determination of such damages will be made through mutual agreement between the Client and Phipps. Normal wear and tear from standard use will not incur replacement fees.

TAXES: Client agrees to comply with all city, state and federal laws, rules and regulations, including those pertaining to licenses, permits, and taxes. Client is state sales tax exempt and a copy of the Pennsylvania Exemption [Certificate](#) will be provided.

TRANSFER OF DATE: Should it be necessary to change the Event date and another date can be arranged for the same Client, transfer of the deposit is acceptable with a 30-day notice. When less than 30 days' notice is given, the cancellation policy above becomes effective. For the Outdoor Garden, a season is defined as May through October of the same year.

INDEMNIFICATION: Client shall indemnify, defend, and hold Phipps and its agents, employees, officers, directors harmless from any and all liabilities, damages, or claims, costs, penalties, citations, enforcement actions, losses, or expenses (including reasonable attorneys' fees) incurred by Phipps as a result of the Client's breach or violation of any of the terms or provisions in this Contract.

Phipps shall indemnify, defend, and hold Client and its agents, employees, officers, directors harmless from any and all liabilities, damages, or claims, costs, penalties, citations, enforcement actions, losses, or expenses (including reasonable attorneys' fees) incurred by Client as a result of the Phipps' breach or violation of any of the terms or provisions in this Contract.

The Client has read, understands, and agrees to abide by Phipps' Cancellations and License Policies as stated in this Contract.

Client acknowledges and agrees that Phipps will not rent its facilities for functions, events or activities that are illegal; for activities that present a demonstrable threat of violence, undue disruption or unwarranted risk to health or safety; and in other instances in which the proposed use is inconsistent with Phipps' policies or procedures. Client agrees that Client will comply with all of the terms of the Contract and Phipps' policies as stated in this Contract. By execution and submission of this Contract, Client represents and warrants to Phipps that all required information has been disclosed and that the information provided herein by Client, including any written notice accompanying the Contract, is accurate and complete, and agrees that Phipps may rely thereon. Client agrees that if any information is not disclosed to Phipps as required in this Event Contract or any information provided is inaccurate or incomplete, Phipps reserves all rights and remedies, including but not limited to cancellation of the Event and retention of all deposits.

Client agrees that if any of the above conditions are not met, Phipps has the right to withhold, evict, or at any time stop all use of Phipps's facilities and grounds by Client and its guests. Phipps shall not be liable for any damages suffered because of such withholding, eviction or stoppage. In addition, Client has read, understands and agrees to abide by Phipps' policies as stated in this Contract. Client has signed and is returning to Phipps herewith the Contract and its included Indemnification section.

CONFIRMATION

To confirm these arrangements, please sign and return a copy of this Contract along with the required non-refundable fee.

For corporate events only: The University of Pittsburgh is a Pennsylvania non-profit corporation, therefore Phipps will need a copy of Client's [501c\(3\)](#) form in order to receive the 20% non-profit discount on the Event space.

Client agrees that if any of the above conditions are not met, Phipps Conservatory and Botanical Gardens, Inc. has the right to withhold, evict, or at any time stop all use of Phipps by Client. Phipps Conservatory and Botanical Gardens, Inc. shall not be liable for any damages suffered because of such withholding, eviction or stoppage. In addition, Client has read, understands and agrees to abide by Phipps' policies as stated in the Contract and Client has signed and is returning to Phipps Conservatory and Botanical Gardens, Inc. herewith the Contract and its Indemnification section.

Client Signature		This section reserved for staff signature	
			Total
Room Rental			\$0.00
Deposit			\$0.00