**Room Rental Agreement**

2021

Thank you for your interest in hosting your event at the Audubon Center at Debs Park! Please ensure that you have read the following rules and regulations thoroughly prior to signing your Rental Agreement. These rules and regulations have been established to ensure the safety and enjoyment of your event and to maintain the integrity of the Audubon Center at Debs Park. Please contact Mika.Perron@audubon.org with any questions or concerns.

**RENTAL PROCESS**

1. Visit [debspark.audubon.org/facility-rentals](file:///C%3A/Users/mperron/AppData/Local/Box/Box%20Edit/Documents/Ji90FELt4E%2Bh_b7QZ%2BJ3sQ%3D%3D/debspark.audubon.org/facility-rentals) to view rental spaces and pricing
2. Contact Mika.Perron@audubon.org with a brief description of your event, the desired space for rent, and the desired date(s)/time for rental
3. Once date(s)/times have been confirmed as available, submit the following signed agreement along with your designated deposit to confirm your reservation
4. Walk-throughs of the space may be scheduled as needed
5. Full payment as outlined in the agreement below is due prior to your event
6. If there are any damages our outstanding fees upon completion of your event, the Center will submit an invoice with the additional charges and payment is due within 2 weeks of receipt. If the Renter has a credit card on file, the card will be charged for any damages.

**ALL ROOM RENTALS INCLUDE THE FOLLOWING**

Use of shared restrooms Internet

Basic electricity

Heat and/or AC as needed

Use of shared fridge and kitchen space

Use of outdoor space and trails (please be mindful of shared space policies outlined below)

Parking (spots are limited, please see below for further info)

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**Room Rental Agreement**

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**RENTAL AGREEMENT**

*This Agreement is between the person(s) or entity listed below in the Rental Contract, herein after referred to as Renter, You, or Your and National Audubon Society, Inc. and the Audubon Center at Debs Park, herein after called Audubon or Audubon Center, The Center, We, Our or Us.*

PAYMENTS AND DEPOSITS

There is a **deposit of $200** for all room rentals

For extended rentals (3 days or more) the initial deposit will be **25% of the total rental fee**. Rental dates and times are considered reserved only once a completed rental agreement and

payment of deposit has been received.

**The balance paid in full will be required prior to the event.**

**Deposits will automatically be counted towards the final rental payment, unless the Renter requests otherwise**.

Failure to provide payments in full for all fees and deposits as described in the Rental Contract below may result in cancellation of your event by Audubon, revocation of the agreement, and forfeiture of all fees and deposits paid.

No allowances will be made for periods of nonuse.

We accept cash, check, or credit card. Please make checks out to **Audubon Center at Debs Park**.

RESCHEDULING & CANCELLATION

**The Renter may cancel or reschedule their rental with no penalty, as long as notice is given at least one month in advance**. For cancellations made a month or more in advance, deposits will be refunded in full. We will do our best to accommodate the Renter’s new desired date, but cannot make any guarantees.

**If the Renter would like to cancel or reschedule their event within a month of the event, the deposit will not be refunded. For cancellations made within 72 hours of the event, there will be an additional $50 charge.**

The Audubon Center reserves the right to cancel all reservations due to dangerous conditions including but not limited to red flag conditions, fire, and flood. The Audubon Center will refund the all deposits and payments in this instance. The Renter acknowledges and agrees that

the Audubon Center is not liable for any losses sustained by the Renter if the event has to be cancelled as a result of a dangerous condition.

EARLY ARRIVAL / LATE DEPARTURE

Events should not exceed the designated times outlined in the Rental Contract below. Hours stated in the Rental Contract include the Renter’s set-up and teardown time, deliveries, removal and cleanup.

**If the Renter would like to coordinate an early arrival or late departure (outside of normal business hours) they may do so, however there will be an additional charge of $50 per hour or partial hour**. Maximum allowance is one additional hour for early setup, and one additional hour for late departure.

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SETUP, BREAKDOWN, AND CLEAN UP

**The Renter is responsible for setup and cleanup of the rented space.** Audubon Center staff will not be available to support with setup or cleanup of the space.

**If any deliveries are scheduled prior to the event, the Renter must ensure that someone is onsite to receive them.** We cannot guarantee that Audubon Center staff will be available to do so.

After the event, the rented space should be returned to its original condition and set-up. All functions should shut down in time to allow for cleaning and removal of trash and decorations within the rental time limit.

Planted and/or paved areas, landscape drains on the grounds, and floor drains in buildings must NOT be used to dump any liquids or solids, e.g. beverages, dirty water from dishes, scraps from food preparation, set-up or clean-up.

Under no circumstances should food and/or dirty dishes be left out overnight on tables and/or counters.

EQUIPMENT STORAGE

If you need to store equipment or materials overnight you may do so, however Audubon is not liable for any of the Renter’s belongings left onsite. Please ensure that any items left overnight are stored indoors.

We recommend taking any valuable items home overnight. If you choose to leave a valuable item onsite, please ensure that it is stored out of sight.

TABLES AND CHAIRS

Room rentals come with the following tables & chairs:

Discovery Room: Six 6ft tables and 36 chairs

Conference Room: conference table and 12 chairs

Birthday Circle: 10-20 chairs, children’s size picnic table

We have a number of small and large plastic tables available for use (pending availability), as well as a limited number of additional folding chairs. If requested, additional tables and chairs will be placed in the designated area for your event.

We do not provide table cloths or coverings.

**Tables and chairs must not be moved from indoors to outdoors unless approved by Center staff**. This is only permitted when renting the entire Center for a Wedding or Private Event.

PARKING

The Audubon Center at Debs Park has approximately 30 parking spots. **Parking in the lot is available on a first-come, first-serve basis.** We cannot reserve parking.

If the lot is full, guests can park along Griffin Ave and walk up to the Center. **Parking along the driveway is not permitted under any circumstances**.

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Loading and unloading in front of the Center is permitted, however **anyone doing so must move promptly**. Loading/unloading should not exceed 15 minutes.

SHARED SPACE

Please keep in mind that the Center is first and foremost a community nature center, and it is open to the public during normal hours of operation. It’s important to us that the Center remain open to the community, and that the environment remain welcoming and inclusive.

Center visitors will have access to the outdoor space as well. Please be respectful of Center visitors, and ensure that you are not utilizing the public outdoor space in a way that might be exclusive or imply that others are not welcome to enjoy the space as well.

**Small breakout groups are permitted outdoors, however all tables and chairs should remain inside the rented room at all times**, unless otherwise permitted by Center staff.

Additionally, please be respectful and mindful of communal spaces such as the restrooms and kitchen area, as Center staff utilize these spaces as well.

Center visitors will not be allowed to access the indoor space that you are renting.

DECORATIONS

The facility will be available and ready for setup and decorating at the designated start time on the Rental Agreement on the day of the event. The Renter may bring their own decorations, however they must be respectful of the park and free standing decorations are encouraged. No decorations may be affixed into, nor onto, the buildings, the structures, trees or other vegetation. This includes the use of double-sided tape, staples, nails or tacks.

Due to the nature of the site, **we ask that no candles or open flames be used onsite**, although flameless candles and other lighting may be used.

In an effort to preserve the natural environment of the Center and to protect birds and wildlife, **balloons, piñatas, confetti, rice, glitter, silly string**, **and/or similar materials are not allowed under any circumstances.**

Under no circumstances may any decorations be placed in the Center ponds.

**If you are unsure whether a specific decoration or activity is permissible, please reach out to**

**Center staff.**

CATERING, FOOD PREP, AND FOOD STORAGE

Kitchen usage is limited to storage and preparation as **there are no resources in the kitchen or on the premises for cooking**. All food must be prepared off site and delivered. There is fridgespace and a shared microwave, toaster oven, and coffee maker available for use.

**Any caterer serving food onsite must carry General Liability Insurance, and the Renter is responsible for acquiring a copy of this insurance and sending it to Center staff.** Chaffing dishes are allowed - canned fuel for chafing dishes is permissible for use by caterer only. Open flames, charcoal and/or gas grills are not permitted on Audubon Center grounds.

Liability insurance is not required for food that will be picked up or dropped off, however **the**

**Center is not responsible for any illness, disagreements, or any outstanding circumstances that may occur as a result of food provided by outside vendors.**

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**Room Rental Agreement**

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OUTSIDE VENDORS

Outside vendors (party rentals, DJs, lighting, photographers, entertainers, etc.) are permitted only upon approval by Center staff. The Renter is responsible for acquiring liability insurance from any outside vendors.

**The Renter is responsible to ensure any outside vendors follow the Terms and Conditions laid out in this contract**. Deliveries and pick-ups must be made during the reservation period, unless an alternative delivery date/time has been coordinated with Audubon staff, and the Renter has made themselves available to receive the delivery onsite.

THINK GREEN

The Center encourages all Renters to help minimize consumption of natural resources and minimize waste consumption by reducing, reusing and recycling.

We emphasize and prefer the use of reusable materials such as washable dishes and flatware, cloth napkins, table cloths and pitchers or dispensers of water instead of bottled water. Please limit your use of styrofoam and/or single-use plastics as much as you can.

INCLEMENT WEATHER

**In the event of inclement weather, Audubon is not responsible for relocating the event, supplying heat lamps or a rain shelter, or providing alternative facilities.**

If you wish to cancel your event due to inclement weather, you may do so 10 days or more in advance and your deposit and payment will be refunded in full. If you wish to cancel or reschedule your event within 10 days of your event, the cancellation fees outlined above will be applicable. If you wish to reschedule, we will do our best to work with you to find an alternative date but we cannot guarantee that rescheduling will be possible.

SMOKING

**The Audubon Center at Debs Park is a tobacco and smoke-free environment**. All forms of tobacco use are strictly prohibited, including but not limited to cigarettes, cigars, e-cigarettes, vaporizers, etc. Renter will be fined for any damage and/or cleanup resulting from any tobacco use occurring during Renter’s event.

If an individual would like to smoke, they may do so off of Center property along Griffin Avenue.

COORDINATION AND STAFFING

**All Renters must have a day-of coordinator who will be onsite the day of the event.**

At least one Audubon Center staff member will be onsite during all facility rentals. Cost of staff time is figured in to the rental costs.

SUPERVISION

**Children in attendance must be supervised by an adult at all times.**

Under no circumstances should children play in the Center ponds.

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TECHNOLOGY

The Audubon Center at Debs Park has limited audio and visual equipment available, including a projector that may be borrowed upon request (pending availability). However, Renters are encouraged to bring their own in order to ensure compatibility.

Renters are responsible for any cables, port extensions, USB drives, or any other technology that they bring.

SECURITY

Please note that **Debs Park is a public park**, and there are many outside factors that may impact the safety of the surrounding environment. Public use of the Center courtyard and grounds is prohibited outside of normal hours of operation, however anyone can technically access the outdoor space at any time. Please be mindful of this when leaving any valuables or equipment unattended.

If you encounter an individual who is disgruntled, confused, and/or under the influence please do not attempt to deescalate the situation on your own. Notify Center staff as soon as possible and the necessary actions will be taken. If you feel that your safety is immediately threatened, call 911.

**The Center has on-call security services available 24/7.** Security guards additionally patrol the site at least once every 12 hours. Security costs are included in the total cost of rental.

ACCESSIBILITY

The Center has two handicap parking spaces onsite as well as a handicap restroom.

We have made improvements to the courtyard and Children’s Woodland area to ensure that the area is as accessible as possible, however please be mindful that natural erosion may take place and we cannot guarantee uniformity in the surface of the paths and trails.

The Butterfly Loop and other Debs Park trails are unfortunately not wheelchair or stroller friendly.

PETS

**No dogs or animals of any kind are allowed in the facility or on the grounds**, except for service animals and Audubon Center partner animals.

LOST AND FOUND

Any items remaining with, in or on any of the Rented area(s) past the Rental period will be deemed surrendered and abandoned at our discretion, unless prior arrangements have been made. We are not responsible for them.

We will keep any lost or left behind items for a minimum of one month, after which they will be disposed of and/or donated.

OTHER

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Audubon reserves the right to remove any person or group of people acting unruly and contrary

to rental regulations to leave the premises. Hostility, profanity or improper behavior toward staff or the space will result in the event being cancelled and/or immediate eviction. This includes but not limited to renter, event guest and/or hired personnel.

The Center reserves the right to take photographs or video of events for its own records or for publicity purposes.

No Center property may be taken outside of the facility.

COVID-19 RELATED PRECAUTIONS AND PROTOCOL

Parties acknowledge that due to the uncertainty of the Covid-19 pandemic, it is impossible to know how future event rentals may be impacted. Each party will hold each other harmless due to impacts of the Covid-19 situation, including the possible cancellation of your event. If the Renter is impacted by a Covid-19 center closure, the Renter will be allowed one rescheduled date or cancellation with no penalty.

The Audubon Center will follow all relevant Covid-19 related protocol, including maximum indoor and outdoor capacity restrictions, as established by local and/or state guidelines. These restrictions are subject to change. Face masks and social distancing should be maintained until further notice. Hand sanitizer will be available for use as needed.

The Audubon Center has increased the frequency of building cleaning. All communal surfaces will be disinfected prior to the Rental. Cleaning costs are included in the total cost of Rental.

DAMAGE POLICY

By signing this agreement and renting from the Audubon Center at Debs Park, Renter agrees to assume financial responsibility for any and all damage to the building, grounds, and any property owned by the Audubon Center during Renter’s event. The amount of said damages will be determined by Audubon Center staff. If damages, loss of property, or if excessive cleaning is necessary the credit card on file will be charged. If no credit card is on file, the Renter will be invoiced for the cost of the damages.

INDEMNIFICATION

The Renter hereby knowingly waives, releases, and agrees to indemnify, defend, and hold harmless Audubon, its employees, officers, directors, members, volunteers, and agents from and against any and all claims, demands, causes of action, damages, judgments, losses, liabilities, costs and expenses (including reasonable attorney’s fees incurred by Audubon in defense of a third party action or to enforce the provisions of this paragraph against the Renter) arising or resulting, whether directly or indirectly, from any action or failure to act by the Renter, the Renter’s guests or invitees; from the Renter’s failure to fulfill the Renter’s obligations under this Agreement; or from damage to or loss of property, or bodily injury (including death) of the

Renter or any of the Renter’s guests or invitees, except any damage, loss, or bodily injury caused by Audubon’s gross negligence or willful misconduct.

INSURANCE

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Companies, corporations, schools, 501(c)3 nonprofits, and any groups charging admission for an event, in addition to the Renter’s caterer (if applicable) and all service providers (e.g., photographers, decorators, entertainers) are required to carry General Liability Insurance. The insurance must be sufficient to protect Audubon, its employees, shareholders, agents, and assigns against losses related to bodily injury, property damage and other losses arising from the Renter’s use and occupancy of Audubon Center and related grounds (e.g., parking lots, sidewalks, restrooms, nature trails, and ponds).

Community groups without insurance coverage will be covered under Audubon Center Liability Insurance.

**PRICING & FEES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Rental / Event** | **Availability** | **Capacity** | **Deposit** | **Total cost** | **Nonprofit Rate** |
| **Type** |  |  | **required** |  |  |
| Discovery | **Thurs – Sat**: 9am-5pm | 65 | $200 | $550 full day | $450 full day |
| Room/Classroom | **Sundays** (pending |  |  | $400 half day | $300 half day |
|  | availability): 9am-5pm |  |  |  |  |
|  |  |  |  |  |  |
| Discovery | **Thurs – Sat**: 5pm – 9pm |  |  |  |  |
| Room/Classroom | **Sundays** (pending | 65 | $200 | $400 | N/A |
| (Evening Rental) | availability): 5pm-9pm |  |  |  |  |
|  |  |  |  |  |  |
|  | **Thurs – Sat:** 9am-5pm |  |  | $375 full day | $300 full day |
| Conference Room | **Sundays:** 9am-5pm | 12-15 | $200 | $275 half day | $200 half day |
|  | (pending availability) |  |  |  |  |
|  |  |  |  |  |  |
| Conference Room | **Thurs – Sat**: 5pm – 9pm |  |  |  |  |
| (Evening Rental) | **Sundays**: 5pm-9pm | 12-15 | $200 | $300 | N/A |
|  | (pending availability) |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | $200 without |  |
|  | **Saturdays**: | 20 children and | $200 | educator / $300 with |  |
| Birthday Party Circle | 9am-5pm (3 hour time | 10 adults |  | educator (*30* | N/A |
| (outdoors) | block, with an hour before |  |  | *minute program -* |  |
|  | and after for set up/clean |  |  | *pending availability*) |  |
|  | up) |  |  |  |  |
|  |  |  |  |  |  |

**Full day:** 9am - 5pm

**Half day:** 9am-12:30pm or 1pm-4:30pm

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**Room Rental Agreement**

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**RENTAL CONTRACT**

**EVENT**

**Event Date:**

**Event Hours:**

**Room Requested:**

**Number of Attendees:**

**RENTER**

**Name:**

**If Renter is an Entity, please provide a Primary Contact Name:**

**Email:**

**Work phone:** **Cell phone:**

**Will the Primary Contact be onsite the day of the event?**

**If NO, please provide a name and contact information for the day-of coordinator:**

**PAYMENT**

**Rental Cost:**

**Additional Charges:**

**Total Balance of** **will be due on or before**

**Deposit:**

**Remaining Rental Balance:**

**Please sign and date below to agree to all terms, rules, and regulations as outlined above.**

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Signature |  |
| Date |  |  |  |  |  |  |  |
| Date |  |  |  |
| Marcos Trinidad |  |
| Primary Contact Name: |  |
| Center Director |  |
| Organization/Group: |  |
| Audubon Center at Debs Park |  |
|  |  |  |  |  |

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**Room Rental Agreement**

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**ROOM DIMENSIONS**



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