

FACILITIES RENTAL AGREEMENT for the LITTLE ROCK AUDUBON CENTER

Audubon Arkansas
4500 Springer Boulevard
Little Rock, Arkansas 72206
501-244-2229

PLEASE REVIEW THIS AGREEMENT THOROUGHLY BEFORE SIGNING IT. FAILURE ON YOUR PART TO COMPLY WITH ALL RULES, REGULATIONS AND POLICIES SET FORTH IN THE AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION BY AUDUBON OF THE AGREEMENT BEFORE OR DURING YOUR EVENT AND FORFEITURE OF ALL FEES AND DEPOSITS PAID.

This Agreement is between the renter identified below (“Renter”) and National Audubon Society, Inc. dba Audubon Arkansas (“Audubon”). The Rules and Regulations attached hereto are incorporated into and made a part of this Agreement.

DATE OF EVENT:

FACILITIES REQUESTED (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Community Room | <input type="checkbox"/> Picnic Area/Wildlife Trail |
| <input type="checkbox"/> Conference Room | <input type="checkbox"/> Pavilion/Gillam Park |
| <input type="checkbox"/> Kitchen | <input type="checkbox"/> Other (specify): |
| <input type="checkbox"/> Patio/Garden | |

HOURS OF USE: (including set-up & clean-up): _____ am/pm to _____ am/pm

RENTER’S NAME: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____

If Renter is an entity, provide name of contact person: _____

EVENT COORDINATOR (if applicable):

Name and Address:

Work Phone: _____ Cell Phone: _____

Email: _____

Who will be the primary contact person? RENTER EVENT COORDINATOR

EVENT

Event Description _____

Number of Attendees _____ Is the event PUBLIC or PRIVATE?

The following activities (e.g. catering, music) will take place during this event:

CATERERS

It is Renter’s responsibility to arrange all catering details directly with the caterer. We do not have pre-approved caterers. Caterers should provide utensils, plates, cups, napkins, etc. that can be reused, recycled, or composted. Audubon will provide bins for recycling. Caterers and participants are encouraged to be environmentally responsible and as waste-free as possible. Styrofoam is prohibited. Renters are encouraged to have their caterer contact Audubon in advance about using the facilities.

ALCOHOL

Will any alcohol be served? YES NO

If yes, all alcoholic beverages must be handled by a caterer carrying liquor liability insurance.

Renter must provide an insurance certificate from the caterer. It is Renter’s responsibility to provide Audubon with such certificate(s) of insurance at least 45 days before the event is scheduled to occur. The insurance certificate shall:

1. Show the following insurance coverages:
 - a. Comprehensive general liability insurance of at least \$1,000,000 per occurrence;
 - b. Workers compensation and employers liability insurance, including occupational disease, disability benefit, and other similar insurance required by applicable law, with a minimum limit of \$100,000 per accident, per employee;
 - c. Comprehensive automobile liability insurance (covering owned, non-owned, and hired vehicles) with a combined single limit of \$1,000,000 for bodily injury, including death, and property damage; and
 - d. Liquor liability insurance with a single limit of \$1,000,000 per occurrence (only for caterers that will provide alcohol).
2. Name National Audubon Society, Inc. as an additional insured.

Failure to provide such a certificate from the caterer may result in cancellation of your event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid.

SUSTAINABILITY GUIDELINES

Audubon encourages all Renters to help minimize resource consumption and minimize waste by reducing, reusing, recycling, and composting. Therefore, we emphasize and prefer the use of reusable materials such as washable dishes and silverware, cloth napkins, tablecloths, and pitchers of water instead of bottled water. Limited usage of recyclable materials such as plastic (type #1 through #7 only) and paper goods will be

allowed. Compostable utensils and dishes are allowed if separated from trash for composting; reusable items are still preferred. Styrofoam is prohibited. Plastic utensils are discouraged. The Renter is responsible for ensuring that all vendors dispose of all waste in appropriate recycling containers that have been provided for the Renter and their vendors by Audubon. Violation of this policy will result in a loss of deposit and a larger landfill in the community.

RENTAL FEES AND DEPOSITS

To secure a date, 50% (\$_____) of the total rental fee (\$_____) and a \$_____ security deposit are required upon signature of this Agreement. The remainder is due 45 days in advance of your event. *Failure to provide payments in full of all fees and deposits at least 45 days before your event may result in cancellation of your event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid.*

*If an event is canceled more than 6 months prior to the event, all fees and deposits paid, including the security deposit, will be refunded. If the event is canceled 6 to more than 3 months in advance of the event, Renter will forfeit the security deposit. If the event is canceled 3 months to 46 days in advance of the event, Renter will forfeit the security deposit and 50% of the total rental fee. If the event is canceled less than 45 days before the event, Renter will forfeit the security deposit and all fees paid. **Security deposit will be refunded after final cleanup on the day of the event providing there is no damage to the center, and the space is cleaned to Audubon's satisfaction.***

AMOUNTS

Rental Fee

50% of Rental Fee due on:

Security Deposit due on:

Balance of Rental Fee due on:

Other Charges:

Total:

In Audubon's sole discretion, Audubon reserves the right to terminate Renter's event at any time, and retain all or a portion of the security deposit and charge Renter for any extra costs above the security deposit, in the event of any failure by Renter to comply with this Agreement and the attached Rules and Regulations or any damage or loss to Audubon, including: (i) damage to rugs, floors, walls, furniture, property of the facility or grounds; (ii) theft; or (iii) use of the facilities in excess of the agreed-upon hours of use.

INDEMNIFICATION

Renter hereby agrees to assume all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way, in whole or in part, by Renter's use or occupancy of the Audubon Center facilities rented herein and surrounding property.

Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend, and hold Audubon and/or its officers, employees, and volunteers, free and harmless from any loss, claim, liability, damage, cost (including reasonable attorney's fees), and/or injury to persons and property that in any way may be caused, in whole or in part, by or occur during Renter's use or occupancy of said properties and/or facilities.

Renter has carefully read this entire Agreement and agrees to abide by all of its terms, including those set forth in the Rules and Regulations attached hereto and made a part of this Agreement. Renter understands that no terms are binding and no date has been committed until Renter receives a copy of this Agreement signed by Audubon, and Renter has paid the initial rental payment (50% of total rental fee) and security deposit.

RENTER:

Print Name: _____

Signature: _____ Date: _____

NATIONAL AUDUBON SOCIETY, INC. DBA AUDUBON ARKANSAS:

Print Name: _____

Signature: _____ Date: _____

RULES AND REGULATIONS FOR FACILITY RENTAL

Violation of any of these Rules and Regulations may result in Audubon's cancellation of the event, revocation of the Agreement at the discretion of Audubon, and forfeiture of deposits and fees paid.

1. Dates are reserved only with a complete rental agreement signed by Audubon. The reservation is complete only with receipt of the initial rental payment (50% of total rental fee) and the security deposit.
2. A security deposit is required for all rentals. If an event is canceled 6 months or more prior to the event, all fees and deposits paid, including the security deposit, will be refunded. If the event is canceled less than 3 months in advance of the event, Renter will forfeit the security deposit. If the event is canceled less than 45 days before the event, Renter will forfeit the security deposit and all fees paid.
3. All fees, deposits and the certificate of insurance from the caterer are due 45 days in advance of your event. Failure to comply with this deadline may result in the cancellation of the event by Audubon, revocation of the Agreement, and forfeiture of all fees and deposits paid. Permits, contracts, and agreements are not transferable.
4. Any alcohol whatsoever must be handled by a caterer. The alcohol must not leave Audubon's premises.
5. Renter must provide a designated clean-up and set-up crew/person.
6. Renter must be present throughout the event, from set-up through clean-up. All youth group events require adequate adult supervision throughout.
7. Events are not to exceed designated times. Hours stated on the agreement include time for setup and clean-up. Arranging for setup and cleanup is Renter's responsibility. Caterers usually require 1-2 hours to setup and up to 1 hour to cleanup. The caterer is not permitted on the Audubon Center grounds until the start of your rental time, so please schedule accordingly. All events must conclude, and the facilities must be cleaned and vacated, by contracted ending time. Renter will be charged an overtime fee of \$100 per hour for any additional time used by Renter or caterer. The overtime fee will be subtracted automatically from the security deposit.
8. At the discretion of the Audubon Center Director, a security or police officer may be required. Renter is required to assume the cost of the service. The selected security officer(s) must submit an Event Security Qualifications Form at least 45 days before the event. Security Required Yes: ___ No: ___
9. Smoking is prohibited on Audubon property.
10. Audubon reserves the right to make any physical changes to the facilities or grounds. In the event of inclement weather, Audubon is not responsible for relocating the event, supplying heat lamps or rain shelter, or providing alternative facilities.
11. Candles, flames or burning material of any kind are NOT allowed anywhere on the property, except that barbecuing is permitted outside only, and sterno is permissible for use by caterers only. Fireworks are not permitted.
12. No tape, adhesives, nails, screws, staples, tacks, or pins are allowed in or on walls, woodworking, windows, furniture, masonry, building exteriors or grounds. All decorations must be removed after the event. Confetti, glitter, or decorations/items that result in tiny pieces may not be used. Rice or birdseed may not be thrown.

Flower petals and bubbles are suggested alternatives and may be used only outside the building. There is to be no releasing of helium balloons, lanterns, pigeons, or butterflies.

13. Objects are not allowed on wood or painted furnishings without protection to ensure the wood or paint does not get scratched or stained. Flower arrangements are permissible only if they are dry or completely waterproof (no leaking). Spills of any kind anywhere are to be wiped up immediately.
14. Tables and chairs are provided for the Community Room and Patio/Garden only. You must rent tables and chairs for events at the Picnic Area/Wildlife Trail and Pavilion/Gillam Park.
15. Audubon is not responsible for any personal or professional articles or possessions that may be lost or stolen from Renter and/or Renter's guests, participants, or contracted service providers during their use of the facilities and/or grounds.
16. Food and drink are not allowed on the computer tables in the education center.
17. No pets or animals of any kind are allowed inside the facility, except for service animals.
18. No firearms are permitted on the premises, unless in the possession of law enforcement officers or approved security personnel in the course of their regular duties.
19. No illegal or illicit activity may be conducted on the premises. Failure to comply will result in immediate termination of the event with no refund.
20. Any changes to the times, dates, designated individuals, or other provisions of this Contract must be requested from and approved by Audubon in writing.

RENTER'S INITIALS: _____