

**National Audubon Society / California / Richardson Bay Audubon Center & Sanctuary
376 Greenwood Beach Road, Tiburon, CA 94920 (415) 388-2524**

RENTAL APPLICATION: Use of the property or any facility at Richardson Bay Audubon Center & Sanctuary ("Center") must be compatible with the wildlife sanctuary and the conservation goals of the National Audubon Society (jointly "NAS"). For this reason, NAS reserves the right to carefully screen applicants before granting permission to rent the Center's facilities. Accordingly, no contract exists unless and until the NAS Representative as evidenced herein by his or her dated signature under the section "Contract Approval" approves it in writing.

Date of Event: _____ **Hours of Use:** _____
Name of Applicant/Renter: _____
Contact _____
Address: _____
Phone: _____ **Alternate Phone:** _____
Email: Name of Responsible Person Day of Event: _____
Cell Phone of Responsible Person: _____

PAYMENT SCHEDULE AND INITIAL DEPOSIT: To officially secure a date, a 50% deposit of the rental fee is required. The Final Payment and Security Deposit are due 45 days prior to event date. Failure to comply with this deadline will result in the cancellation of the Renter's reservation and loss of Rental Deposit. Please make checks payable to Richardson Bay Audubon.

Rental Fee: _____
50% Rental Deposit: _____
Final Payment: _____
Security Deposit (separate check please) _____

SECURITY DEPOSIT RETAINED: If the facilities are not adequately cleaned and left in "as found condition"; if there is damage to the rugs, floors, walls, furniture, property of the facility or grounds; if there is theft; if Renter's use exceeds hours of use; or if Renter fails to comply with the rules and policies herein, all or a portion of the Security Deposit may be retained by NAS at its sole discretion, and the Renter whose signature appears on this Agreement will be charged for extra costs associated with the damage or loss.

CLEAN-UP: The Renter must provide a designated clean-up and set-up crew/person. The facilities rented must generally be left in "as found condition;" the rug must be vacuumed if carpeted rooms are used (vacuum is in the garage), chairs and tables put away, and **all event trash and recycling removed and taken with you off-site.**

OVERTIME: The Renter will be charged if any additional time for the actual event or set-up and clean-up is scheduled or if any extra time is used by the Renter. Overtime is at the rate \$150/hour. Overtime will first be subtracted from your Security Deposit and any additional amount charged to Renter.

CANCELLATION POLICY: The 50% Rental Deposit is non-refundable if the event is canceled less than 6 months prior to the date booked unless NAS can book another event on the same date and for the same time as applied for herein. NAS, however, is under no obligation to seek out or approve renters to fill that slot. If the event is canceled less than 45 days in advance of the event, all Rental Fees will be retained, with the exception of the Security Deposit which shall be refunded.

RULES OF USE: No smoking or candles are allowed anywhere on the site. No tape, adhesives, nails, screws, staples, tacks or pins, etc. are allowed in or on the walls, woodworking, windows, furniture, masonry, building exteriors or grounds, etc. No pets or animals of any kind are allowed in the facility, except for necessary guide dogs. Amplified music is not allowed. Turn off the lights and lock up when you leave.

ALCOHOL: If alcoholic beverages are served, Renter will provide public liability insurance of not less than \$500,000 personal liability and property damage, per occurrence, naming National Audubon Society as additional insured, and shall furnish NAS with a Certificate of Insurance at least 45 days in advance of the event.

INDEMNIFICATION: Renter hereby agrees to assume all the risks for loss, damage, liability, injury, cost or expense that may arise during and be caused in any way by my use or occupancy of the Center's facilities and/or property. Furthermore, Renter hereby agrees, at Renter's sole expense, to indemnify, defend, and hold NAS and/or its officers, employees, and volunteers, free and harmless from any loss, claim, liability, damage, cost, and/or injury to volunteers, free and harmless from any loss, claim, liability, damage, cost, and/or injury to persons and property that in any way may be caused by and occur during Renter's use or occupancy of said property and/or facilities. If alcoholic beverages are served, Renter further agrees to provide public liability insurance to protect NAS, its officers, employees, and volunteers from any loss, claim, liability, damage, and/or injuries to persons and property in any way relating to Renter's use of the Center's facilities and property.

ARBITRATION: NAS and Renter agree to submit any claim(s) arising under this agreement and any dispute concerning the terms and provisions of this agreement to binding and final arbitration shall take place in Marin County, California, and be pursuant to the laws, rules, and regulations of the State of California, unless otherwise mutually agreed by the parties.

CONTRACT APPROVAL:

I have carefully read the entire rental application and agree to abide by all of its items.

Signature of Renter:

Date:

Name of Renter:

Signature of NAS Representative:

Date:

Name of NAS Representative: