



Audubon

Richardson Bay
Audubon Center
and Sanctuary

Facility Rental Agreement

Thank you for your interest in hosting your event at the Richardson Bay Audubon Center & Sanctuary! 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 Richardson Bay Audubon Center & Sanctuary.

It is required that Renters hire **small blue planet events + consulting** to assist with all coordination and day-of logistics. Please contact **sbp events** at info@sbpevents.com.

RENTAL PROCESS

- Visit richardsonbay.audubon.org/rental to view rental spaces and pricing
- Contact info@sbpevents.com with a brief description of your event, the desired space for rent, and the desired date(s)/time for rental
- Once date(s)/times have been confirmed as available, submit the following signed agreement along with your designated deposit to confirm your reservation
- Walk-throughs of the space may be scheduled as needed with SBP
- Full payment as outlined in the agreement below is due prior to your event
- If there are any damages or 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 FACILITY RENTALS INCLUDE:

- Use of shared restrooms
- Internet
- Basic electricity
- Use of shared fridge and small kitchen space
- Use of outdoor space and trails
- Parking (spots are limited, please see below for further info)

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 Richardson Bay Audubon Center & Sanctuary, herein after called Audubon or Audubon Center, The Center, We, Our or Us.

PAYMENTS AND DEPOSITS

- For all Special Event rentals and/or rentals, a **50% deposit** is required.
- 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. Once a date is reserved it is no longer available for others to rent, and inquiries regarding that date are told it is not available.
- 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 only accept checks. Please make checks out to **Richardson Bay Audubon Center & Sanctuary**.

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 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 canceled because of a dangerous condition.

EARLY SETUP / 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. Caterers are not permitted on Audubon grounds until the rental start time, so please schedule accordingly.
- **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.

- **All evening events must end by 10pm at the latest with music off by 9pm**, after which Renters will have one additional hour max for cleanup. If the facility is not cleared by midnight, there will be a \$150 additional fee for each hour or partial hour. Late departure is not permitted for evening events.
- Any use of the facility (pre or post event), including deliveries, beyond the contracted time, will result in additional charges.

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 SBP Events is onsite to receive them.**
- 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.
- All trash and recycling must be taken off site the night of the event.

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.

We recommend taking all personal items with you at the end of the event. Any items that need to be left may be arranged with SBP Events.

TABLES AND CHAIRS

The Center has limited equipment (pending availability) included in the rental fee, including 50 chairs and 6 6ft rectangular tables. If requested, tables and chairs will be placed in the designated area for your event. We do not provide tablecloths 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 Richardson Bay Audubon Center & Sanctuary has approximately 20 parking spots. **Parking in the lot is available on a first-come, first-serve basis.** We cannot reserve parking unless the space is being rented for a Wedding or Private Event. If the lot is full, guests can park along Greenwood Beach Road and walk up to the Center. **Parking along the driveway is not Permitted under any circumstances.**

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

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 freestanding 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.

For Weddings and Private Events, additional activities such as corn hole, face painting, photo booths, etc. are permitted.

Drones are not permitted.

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 Richardson Bay waters.

If you are unsure whether a specific decoration or activity is permissible, please reach out to Small Blue Planet staff.

CATERING, FOOD PREP, AND FOOD STORAGE

- Kitchen usage is limited to storage and preparation as **there are limited resources in the kitchen or on the premises for cooking**. All food must be prepared off site and delivered. There is fridge space available.
- **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 because of food provided by outside vendors.**

OUTSIDE VENDORS

- Outside vendors (party rentals, DJs, lighting, photographers, entertainers, etc.) are permitted only upon approval by Small Blue Planet 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 Small Blue Planet Events.

THINK GREEN

The Center encourages all Renters to help minimize consumption of natural resources and minimize waste consumption by reducing, reusing and recycling. Therefore, we emphasize and prefer the use of reusable materials such as washable dishes and flatware, cloth napkins,

tablecloths 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.

All trash and recycling must be taken off site.

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.

MUSIC

For Weddings and Private Events, DJs and/or live music is permitted, however **all amplified sound must cease promptly by 9pm.**

ALCOHOL AND LIQUOR LIABILITY

Beer, wine, and hard alcohol may be served at Weddings and Private events, however the Renter is required to acquire and provide the necessary Liquor License. If alcohol is served at the Event, the Renter or the Renter's Caterer must have Liquor Liability insurance to protect against alcohol-related claims. The Certificate of Insurance must specifically note this coverage. The Renter and any vendors must comply with all relevant state or local liquor laws.

SMOKING

The Richardson Bay Audubon Center & Sanctuary 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 Center property along Greenwood Beach Road.

COORDINATION AND STAFFING

Small Blue Planet is the exclusive coordinator

SUPERVISION

An adult must supervise children in attendance at all times. Under no circumstances should children play in the preschool yard.

TECHNOLOGY

The Richardson Bay Audubon Center & Sanctuary has limited audio 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.

ACCESSIBILITY

The Center has one ADA parking space onsite as well as one ADA restroom. Please be mindful that natural erosion takes place and we cannot guarantee uniformity in the surface of the paths and trails. The trails are unfortunately not wheelchair-friendly.

PETS

No dogs or animals of any kind are allowed in the facility or on the grounds, except for service 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

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 canceled 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. Facemasks and social distancing should follow current county guidelines.

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 Richardson Bay Audubon Center & Sanctuary, 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. Audubon Center staff will determine the amount of said damages. 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

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 Type	Capacity	Deposit	Total cost	Nonprofit Rate
Daytime Rental of Entire Center (8 hour timeframe during normal hours of operation)	150	\$1750	\$3500 (\$312.50/hr) + Planning + site management fee TBD	\$2000
Wedding Ceremony & Reception / Private Special Event (8 hour timeframe outside of normal hours of operation)	150 - 200	\$3000	\$6,000 facility fee + \$6,000-\$10, 000 Planning + site management fee	N/A
Wedding Ceremony / Half Day Private Event (4 hour timeframe)	150	\$1,750	\$3,500 + \$6,000-\$10, 000 Planning + site management fee	N/A

RENTAL AGREEMENT

EVENT

Event Date:

Event Hours:

Room Requested:

Number of Attendees (per day):

RENTER

Name:

Cell phone:

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

PAYMENT

Rental Cost:

Additional Charges:

Deposit:

Remaining Rental Fee:

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

Signature

Date

Casey Arndt, Center Director

Signature

Primary Contact Name: