



Audubon

Dogwood Canyon Audubon Center

1206 W. FM 1382, Cedar Hill, TX 75104
(469) 526-1980 | Fax: (972) 291-6430 | dcac@audubon.org

Facilities Rental Agreement

Review this Agreement thoroughly before signing it.

This agreement is made this ____ day of _____, by and between _____ (“Renter”) and National Audubon Society, Inc./Dogwood Canyon Audubon Center (“Audubon” or the “Audubon Center”) regarding the facilities located at 1206 W FM 1382, Cedar Hill, Texas 75104 (the “Premises”).

RENTER:

Name(s): _____

Address: _____

Phone: _____ Secondary Phone: _____

E-mail Address: _____

If Renter is an entity, provide name of Contact Person: _____

If non-profit, provide proof of federal non-profit status.

EVENT COORDINATOR (if applicable):

Name: _____

Address: _____

Phone: _____ Secondary Phone: _____

E-mail Address: _____

EVENT DATE: _____

HOURS OF USE (including set-up and clean-up): _____ **START TIME:** _____ **END TIME:** _____

LEASED FACILITIES:

- | | | |
|--------------------------------------|--------------------------------------|--|
| <input type="checkbox"/> Trout Lily | <input type="checkbox"/> Verandah | <input type="checkbox"/> Nature Play Picnic Tables (a section of tables) |
| <input type="checkbox"/> Cedar Elm | <input type="checkbox"/> Basin Deck | <input type="checkbox"/> Canyon Floor Trail (lower) |
| <input type="checkbox"/> Kitchenette | <input type="checkbox"/> Garden Area | <input type="checkbox"/> West Loop Trail (upper) |

By executing this agreement, Renter requests the use of facilities located on the Premises for purposes of hosting a specified event. Only those facilities specified in Leased Facilities may be used by Renter for the purpose stated in this agreement unless prior written consent is obtained from Audubon. By signing this agreement, Renter acknowledges receipt of and agrees to be bound by the Rules and Regulations attached hereto as Appendix A, which are incorporated into and made a part of this Agreement. Renter is responsible for informing guests and other representatives of Renter who intend to use the specified properties of the contents of the Rules and Regulations.

In Audubon's sole discretion, Audubon reserves the right to terminate Renter's event **at any time** 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; (iii) use of the facilities in excess of the agreed-upon hours of use; or (iv) employment of additional security deemed necessary by Audubon. **Failure on the part of Renter or Renter's guests 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 rent, fees, and deposits paid.**

Audubon will provide access to that certain portion of the Premises described in the "Leased Facilities" section of this contract on the Event Date during the described Hours of Use. The access time provided shall include time for Renter to unload, set-up, and clean-up. Renter shall be responsible for all cleaning, trash and equipment removal within such Hours of Use in accordance with the Clean Up section herein.

In the event the Renter fails to have all of Renter's property, Renter's guests and trash removed from the Premises by the stated End Time on the Event Date, Renter agrees to immediately pay an additional fee of \$50 per fifteen-minute increment until the Premises are vacated and clean-up is completed.

Usage of the parking lot, including the circular drive, is included in all rental packages for the sole purpose of parking. Any other proposed usage of the parking lot must be approved by Audubon in writing.

All other services, facilities and arrangements for services shall be the responsibility of the Renter and managed through a separate agreement between Renter and a third-party vendor.

EVENT:

Description of Event: _____

Number of Attendees: _____

The event is Private Public

The following activities will take place during this event (arranged by Renter at Renter's cost):

- | | | |
|--|--------------------------------|--------------------------------|
| <input type="checkbox"/> Catering | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Music | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Alcohol Service | <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

PAYMENT:

Renter shall pay to Audubon the Contract Price stated hereinafter, which includes a non-refundable Rental Deposit of \$_____, which holds the Event Date. The Rental Deposit is credited to the total Contract Price, but is non-refundable. This deposit is separate from the Security Deposit, which is refundable when the Leased Premises are returned in substantially the same condition received and there have been no violations of the Contract.

The total cost for use of the Leased Facilities is \$_____ (the "Contract Price"). The Contract Price is comprised of:

Rental Fee: \$_____ (____-hours in _____ @ \$____/hr)

Other Charges (rehearsal, storage, photography session, etc.) – Include dates & times if applicable:

_____: \$_____

Contract Price: \$_____ (of which \$_____ is a non-refundable Rental Deposit)

When fees are based on a certain number of attendees (whether priced as extras, tiered rates or per person), Renter may *decrease* headcount only up to ten (10) days prior to the event date. After such time, no *decreases* to the Contract Price will be allowed based on headcount or actual number of attendees.

Payment in full is required with the return of this Contract for events within thirty (30) days from the Event Date. For rentals with an Event Date more than thirty (30) days from the date of this Contract, a deposit of fifty percent (50%) is required with the return of this Contract to confirm the Event Date.

The amount due to confirm the Event Date of this Contract is \$ _____ (“Amount Due at Booking”). The remaining balance of \$ _____ is due on _____, which is thirty (30) days in advance of the Event Date.

Failure to provide payment in full of all fees and deposits at least 30 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.

SECURITY DEPOSIT:

On the Event Date, during the check-in process, Renter must provide Audubon with a credit card to hold on file during the event with a minimum funds availability of \$200.00, for which Renter hereby authorizes use of said credit card, or any other credit card previously used for payment of any amount due under this Contract, in the event the Leased Facilities are not returned to Audubon in the condition described herein or vacated by the contracted End Time. In lieu of a credit card, Renter may deposit cash with Audubon in the amount of \$200.00. Checks will not be accepted for the Security Deposit.

CATERING SERVICES:

Audubon reserves the right to approve any caterer providing food and/or drink at the Premises. All caterers working on the Premises are required to have a commercial general liability insurance policy with a single limit liability of not less than \$1,000,000.00, and general aggregate liability of not less than \$2,000,000.00. National Audubon Society, Inc. shall be named as an additional insured of said policy.

The kitchenette, if included in the Leased Premises (only when Trout Lily is reserved), is to be used for final food presentation, plating and bussing only. It is not intended for complete food preparation. No cooking facilities are available on the Premises. Audubon does not provide dishes, glassware, pots, pans, knives, utensils, napkins, or linens.

MUSIC AND ENTERTAINMENT:

Renter shall be responsible, at Renter’s expense, for providing desired music and entertainment for the event. Renter agrees to abide by all local laws and ordinances regarding the playing of music and content of entertainment.

ALCOHOLIC BEVERAGES:

Alcoholic beverages of any type are not permitted on Audubon property without prior permission, the purchase of event insurance, the payment of an additional alcohol deposit, the hiring of licensed and insured TABC-certified bartenders in the quantity required by Audubon, and the hiring of security officers in the quantity required by Audubon.

STORAGE:

Unless Renter has purchased storage time in this contract, Audubon will not allow storage of property on the Premises before or after the Hours of Use stated herein. If Renter has purchased storage time, Renter must be present for all deliveries and pick-up by vendors. Audubon will not accept any property on behalf of Renter and reserves the right to decline deliveries and pick-up when Renter is not present. Unless otherwise agreed in writing, all vendor deliveries and pick-ups must occur during the Audubon Center’s regular business hours and the vendor must schedule delivery and pick-up times with the Audubon Center at least 24 hours in advance of any delivery or pick-up. Audubon accepts no liability for any property stored on the Premises.

CLEAN UP:

Clean up is the Renter’s responsibility. Renter must complete clean-up no later than the End Time of this contract. Audubon will provide cleaning supplies upon request.

The Leased Facilities shall be left in substantially the same condition in which they are delivered to Renter. Clean up duties include, but are not limited to:

- All tables, countertops and chairs must be cleared of all items such as linens, dishes, decorations, trash, etc., and wiped down.
- All trash must be placed in the appropriate **exterior** dumpster for trash (black lid) or recycling (yellow lid). No plastic bags or non-recyclables may be placed in the recycling containers or dumpsters.
- All decorations must be taken down and removed from the Premises.
- All food and trash must be cleaned from the floor and other surfaces.
- Renter is expected to provide sufficient supervision to minimize spillage of food and beverages.
- All spills must be cleaned immediately.
- Any tape or other adhesives used on tables must be removed completely.
- Any accidental damage must be discussed with staff before departure.
- The kitchenette area, if used, must be returned to its original level of cleanliness.

It is the Renter’s responsibility to have sufficient adult supervision during the entire rental period in order to maintain order, supervision, and cleanliness.

Renter must check out with staff before departure. Renter should be ready for the check-out process to commence at the contracted End Time. For more information on the check-out process, refer to the Rules and Regulations.

Failure to comply with clean up requirements will result in a **minimum** cleaning charge of \$100.00 for up to one hour of cleaning service. Additional cleaning time will be charged at the rate of \$100.00 per hour in half-hour increments. If Audubon, in its sole discretion, deems the hiring of a professional necessary for cleaning or repairs, the cost of those professional services will be passed to the Renter at a 30% markup rate (ie., expenses incurred by Audubon in the amount of \$500 would be billed to Renter at \$650).

Any fees incurred, whether caused by Renter or Renter’s guests, shall be paid immediately. Failure to pay within fifteen (15) days will result in a minimum collection fee of \$150.00 up to actual expenses incurred by Audubon. Any unpaid fees may be turned over to a collections agency and/or reported to credit bureaus.

SPECIAL PROVISIONS:

CANCELLATION POLICY:

The Rental Deposit is non-refundable. In the event the Renter should cancel, if Audubon is able to rebook a comparable event on the Event Date, all or a portion of the remaining Contract Price paid may be refunded. All refunds, if any, shall be at the sole discretion of Audubon.

Audubon shall have the right to terminate this contract if the Renter fails to meet or violates any terms of the contract, in which case the provisions of this Cancellation Policy also apply.

The Renter shall not assign or sub-lease any terms, conditions or services contained in this contract or any interest therein without the written consent of Audubon.

All fees, deposits and records, including the certificate of insurance, the balance of the Contract Price, the invoice for security, and TABC-licensing information, are due 30 days in advance of your event. If Renter fails to comply, Renter shall be deemed to have cancelled and this Cancellation Policy will go immediately into effect. Audubon shall have no obligation to notify Renter of past due payments prior to cancellation or termination of this contract. Renter hereby acknowledges that he or she bears all responsibility for making timely payments and meeting other contractual deadlines.

FORCE MAJEURE:

Force Majeure shall mean acts and events not within the parties' control, and which the party has been unable by the exercise of due diligence to avoid or prevent. Events of Force Majeure include but are not limited to the following: acts of God; strikes; lockouts, or other industrial disputes; epidemics; civil disturbances; acts of domestic or foreign terrorism; wars within the continental United States; riots or insurrections; landslides, lightning, earthquakes, fires, storms, floods or washouts; declarations of emergencies by applicable Federal, State or local authorities; explosions; and breakage or accident to machinery.

If either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Contract, it is agreed that on such party's giving written notice and full description of Force Majeure as soon as possible, but not later than three days after the occurrence of the cause relied upon, the obligations of the party giving such notice, to the extent that it is affected by Force Majeure, shall be suspended during the continuance of the Force Majeure.

If the use of the Premises by Renter is prevented in whole or in material part by an event of Force Majeure, either party may terminate this contract upon written notice. Renter agrees that its exclusive remedy in the event of a termination under this section shall be a refund of the unearned portion of the fees and charges paid by Renter hereunder prior to the termination. Except for such refund, Audubon shall not be responsible to Renter for any damages caused by such termination, and Renter hereby releases and waives all claims against Audubon and its officers, owners, employees, agents and affiliates for any cost, loss, expense, liability, or damages sustained by reason of such termination.

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 (including death) 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, or by any act or omission of Renter, its officers, agents, employees or subcontractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity, and shall survive termination or expiration of this contract.

SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

APPLICABLE LAW:

This agreement shall be governed by the laws of the State of Texas.

APPENDIX A

Rules and Regulations

Please become familiar with these rules, as well as the cleaning requirements on page 4 of the contract, prior to your arrival. 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. On the Event Date, the Renter may arrive up to 15 minutes prior to the contracted Start Time to complete the check in process:
 - a. At the gift shop, speak to the staff member or volunteer at the front desk. Let them know that you have arrived for a room rental.
 - b. Audubon staff will escort you to the rented room and go over a brief introduction. You will be asked to provide a credit card or cash for the \$200 Security Deposit.
 - i. If another person will be designated as the contact for clean-up, departure and any issues that arise during the event, this person shall be designated in writing during the check-in process.
 - c. Once the room is accepted and the Security Deposit is provided to staff, you may begin setup.
 - d. Only those parties named in the Contract as Renter or Event Coordinator may complete the check-in process.
 - e. Set-up of the event space by the renter indicates acceptance of the room as provided, unless otherwise documented.
2. The party financially responsible for the Contract must be present throughout the event, from check-in through checkout, unless Audubon has agreed otherwise in writing.
3. At least one Audubon staff member will be on duty during the entire event. The staff member will open the Facility and provide information and direction as needed. The staff member will not be available to serve, decorate, set-up or clean-up, will not be involved in the event and will not act as a coordinator. Audubon staff may enter any of the Leased Facilities at any time on any occasion without advance notice.
4. All guests are expected to be respectful of Audubon property. You are responsible for actions of your guests.
5. Renter must ensure adequate adult supervision in all locations where children are located. Adequate adult supervision is defined as a ratio of no less than one adult per seven minors. A minimum of two actively supervising adults is required for all parties with more than seven minors present.
6. Children under the age of 16 may not be left unsupervised on the Premises and are not permitted to explore the Premises without adult supervision.
7. Smoking is prohibited on Audubon Premises.
8. 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.
9. Candles, flames or burning material of any kind are NOT allowed anywhere on the Premises, except that sterno is permissible for use by caterers only.
10. The use of glitter, confetti, straw, rice, birdseed, hay, and all similar materials, is prohibited in or on the Premises. No rice, birdseed, faux flower petals or similar items shall be thrown in or around the Premises. Piñatas are not permitted.
11. Balloons are permitted, but may not be helium-filled, and must be secured. (Balloons are a hazard to birds.)
12. Freestanding decorations such as flower pots, shepherd's hooks, etc. are allowed, provided they do not interfere with or damage plants, grass, trees or property in or on the Premises.
13. Events are not to exceed designated times. Hours stated on the agreement include time for set-up and clean-up. Arranging for setup and cleanup is Renter's responsibility. Depending on the complexity of the event, caterers may require up to two hours to setup and up to one hour to cleanup. The caterer is not permitted on the Audubon Center grounds until the start of your rental time, so please coordinate with your caterer and schedule accordingly.
14. Please keep in mind that several parties take place in the same room each day. Therefore, it is imperative that the leased facilities be cleaned and vacated according to schedule.

15. All events must conclude, and the facilities must be cleaned and vacated, by contracted End Time. Renter will be charged an overtime fee for any additional time used by Renter or caterer. The overtime fee will be subtracted automatically from the security deposit.
16. Prior to leaving the premises, Renter must complete the check-out process with an Audubon staff member:
 - a. At the contracted End Time, the room should be cleaned and all personal property and trash removed. Failure to do so is subject to cleaning fees and/or overtime fees.
 - b. If the staff member has not already come to you at the contracted End Time, come to the gift shop and let our front desk attendant know that you are ready to check out of a rented room.
 - c. If any accidental mishaps took place during the rental, please discuss with the staff member. Most issues, when discussed up front, can easily be resolved.
 - d. The staff member will verify that clean-up is complete and, if there are any deficiencies, will discuss those issues. If feasible to allow those deficiencies to be corrected, Audubon staff will allow the Renter to do so.
 - e. The credit card or cash used for the Security Deposit will be returned to the Renter to the extent that fees and damages are not removed in accordance with this Contract.
17. At the discretion of the Audubon Center Director, off-duty police officers may be required, and Renter will be required to assume the cost of those services.
18. Audubon reserves the right to make any physical changes to the facilities or grounds.
19. In the event of inclement weather, Audubon is not responsible for relocating the event, supplying heat lamps or rain shelter, or providing alternative facilities.
20. 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.
21. No parking is permitted on grass. Self-parking for up to 55 vehicles is available. For events with more than 55 vehicles needing parking, Renter is required to use a valet service or shuttle guests from a nearby location, at Renter's sole cost. Audubon is not responsible for any vehicle theft or damage.
22. No pets or animals of any kind are allowed on the Premises, except for service animals.
23. If excessive noise becomes a problem, Renter's music will be terminated and Audubon may terminate the event, revoke the Agreement, and require that Renter forfeit all fees and deposits paid.
24. Audubon reserves the right to take photographs of rental events for its own records and for use in promotional materials.
25. The number of guests shall not exceed the stated Number of Attendees.
26. A reasonable number of the Audubon Center's standard tables and chairs, based on number of guests, will be made available for the event. The number of tables and chairs needed in each room/area must be provided to Audubon at least 5 days prior to the event. Renter will be responsible for arranging tables and chairs in desired layout.
27. Other than picnic tables, no tents, tables, or chairs will be provided for outside events. Tables and chairs provided by Audubon may be used only indoors (except for picnic tables).
28. No objects may be placed in grass, plants, or trees without prior written approval of Audubon.
29. Kitchenette usage is limited to storage and preparation only as there are no resources in the kitchen or on the premises for cooking. The refrigerator and microwave are for Audubon use only.
30. When renting Trout Lily, a commercial ice machine may be available for use. Due to intermittent issues with the machine, renter should contact the Audubon Center at least two (2) days in advance of the event if use of and access to the ice machine is desired. Ice is not guaranteed.
31. All food must be prepared by, brought onto the premises, and served by Renter or a caterer that is designated by the Renter. Renter or their caterer shall coordinate with Audubon staff at least two (2) days in advance to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during any catered event. The Audubon Center will not provide any serving materials. Audubon is not responsible for food safety.
32. Renter must make sure that the number of guests does not exceed the stated amount.

