

Facility Use Contract

The mission of Bucks County Audubon Society is to educate and engage children and adults of the Greater Bucks County region about the natural world with an emphasis on conservation and stewardship, including the protection of birds, wildlife and habitats.

Name of Client: _____

Date of Event: _____ **Time of Event:** _____

Type of Event: _____

Special Regulations: _____

Regulations and Guidelines:

1. Usage: The decision to rent and/ or allow use shall be within the sole discretion of Bucks County Audubon Society. All applications are subject to approval. All facility rentals must take place between 10:00AM and 10:00 PM. Bucks Audubon reserves the right to impose additional restrictions or conditions.

2. Request for Use: Upon approval, the responsible individual or organization (“Client”) shall execute the contract between the two parties and deliver an executed copy to Bucks Audubon at least 30 days prior to the date of use. Users must adhere to all township fire codes, and all state and local laws, rules, and regulations.

3. Liability: All applications shall be signed by the responsible individual or member of the organization making the request.

- a) Organizations/Individuals using the Bucks Audubon facilities shall be responsible for any theft or damage to Bucks Audubon property which occurs during use.
- b) Client and its caterer must provide a Certificate of Insurance, listing Bucks Audubon as an additional insured, with a minimum coverage of \$1M/1M per. Higher coverage may be required for selected activities. If serving liquor, liquor liability coverage must also be included.
- c) The Bucks Audubon representative in charge during the use of the facility shall have the right to utilize any reasonable means necessary to protect the facility and its occupants from damage or injury including the use of police force.
- d) The Client agrees to assume all responsibility for damage or injury of any kind whatsoever, and further agrees to indemnify, hold harmless and, upon request, defend Bucks Audubon, its Board of Directors, employees, volunteers or assigns from any claim, suit or demand (including, without limitation, reasonable attorneys fees) arising out of or in connection with the Client’s use of the Bucks Audubon facilities even if the claim arises from the concurrent negligence or fault of Bucks Audubon, except for the sole negligence of Bucks Audubon.
- e) Bucks Audubon is not responsible for items temporarily stored or delivered to the facility. These items must be removed within one working day after the event or on the

day of the event if there is a Bucks Audubon scheduled activity immediately following, or Bucks Audubon may remove items at Client's expense. Bucks Audubon is not responsible for lost articles.

4. Cancellation: Any cancellation of the event by Client must be submitted in writing. If the cancellation notice is received less than 30 days prior to the event, Client shall forfeit the security deposit and 50% of the rental fee. The balance of rental fee will be returned.

5. Decorations: No open flame decoration shall be used anywhere in any Bucks Audubon buildings. No decorations shall be fastened to walls or ceilings. No balloons permitted.

- Any and all decorations, furnishings, and equipment shall be installed and removed by the user, under direction and supervision of Bucks Audubon. All such decorations, furnishings, equipment and debris shall be removed by Client directly after the event. Rental areas must be left in the condition in which they were found including, at a minimum, broom swept and clean.
- No affixing of signs or decorations to wall, support poles, exhibit cases or artifacts is permitted. All decorations and signs must be free standing or on tables and require prior approval by Bucks Audubon.

6. Noise: Bucks Audubon is located in a residential area and it is important to be respectful of our neighbors. The noise level of the event will be monitored by the Bucks Audubon representative on duty. No amplified music can be played outdoors. If sounds are too loud, Client will be asked to either lower the level or discontinue the noise. No outdoor music and/or public address systems are permitted after 10:00 p.m. according to the Solebury Township ordinance.

7. Parking: Client, guests and vendors must park their vehicles in designated parking areas. Fire regulations prohibit blocking the entrance driveway with parked vehicles. Please discuss parking with Bucks Audubon if you feel that you will need overflow parking for your event.

8. Equipment: There shall be no installation of equipment or alterations to the existing facilities by the Client without the prior written approval of Bucks Audubon.

9. Smoking: Smoking is not permitted anywhere on Bucks Audubon grounds or buildings at any time.

10. Alcoholic Beverages: No intoxicants of any kind are permitted on the property without prior permission by Bucks Audubon. When the serving of alcoholic beverages is approved, it shall be the Client's duty to protect all guests during and after use of the facility. No guest shall be permitted to leave the property operating a motor vehicle if that person is impaired in any manner.

11. Youth Activities: Proper supervision of youth activities must be provided at all times. Clients that do not provide proper supervision may have their use terminated by Bucks Audubon.

12. Right of Refusal: Bucks Audubon reserves the right to refuse the use of the facilities to any Client in violation of these regulations.

13. Caterers: All caterers are required to submit to Bucks Audubon a Certificate of Insurance showing coverage for liability and a workman's compensation form which includes Bucks Audubon as an additional insured. Caterer must provide certificate of insurance confirming liquor liability coverage, if alcoholic beverages will be served.

14. Fees and Deposit:

- Rates are \$200 per hour for private and corporate functions.
- Rates are \$100 per hour for non-profit groups.

Time of Event: _____ # of Hours: _____

Total Rental Fee: _____ Deposit (50% of Total): _____

Deposit is due with signed contract, with the remaining balance due 10 day before event.

15. Security Deposit: A security deposit of \$400 is due upon application. Security deposits and all fees must be made payable to the: **Bucks County Audubon Society**. If the facility is left in the same condition as received in BCAS's reasonable opinion, the security deposit will be fully refunded within ten (10) working days after the event. If there is any damage, breakage, theft, or need for clean-up, the amount to cover such occurrence will be retained by the Bucks Audubon in an amount equal to the costs arising from the damage and any remaining balance, if any, will be refunded. If the costs exceed \$400, the client will be billed for the balance which is due and payable within 10 days of receipt.

Deposit Received: _____

I/We have received and read the Bucks County Audubon Society's facility use contract and hereby accept responsibility for meeting the requirements stated therein.

Signature: _____ Date: _____

Printed name: _____

Address: _____

Phone number: _____ e-mail: _____

Please sign and return to:
Joan Stelmach, Bucks County Audubon Society at Honey Hollow
2877 Creamery Road
New Hope, PA 18938
Or e-mail to: jstelmach@bcas.org