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 **RENTAL AGREEMENT**

 This Agreement for the rental of space at the Ohio Bird Sanctuary, located at

3774 Orweiler Road, Mansfield, OH 44903, is entered into between the Ohio Bird Sanctuary, an Ohio not for profit corporation (“Lessor”) and \_\_\_\_\_\_\_ (collectively, the “Parties”) on \_\_\_\_\_\_\_\_, 201?.

In consideration of the promise and other terms set forth below, the Parties agree as follows:

 **I. Date and Hours of Rental**

a.) Lessor shall provide access to the Education Center of Ohio Bird Sanctuary from \_\_ to \_\_ on the \_\_\_ day of \_\_\_\_, 201?for rental event.

b) Lessor shall allow access an additional hour before and after said rental period at no charge for set up and clean up.

c.) Lessor shall provide additional access to \_\_\_\_\_\_\_ of Ohio Bird Sanctuary from\_\_ to \_\_\_ on the \_\_\_ day of \_\_\_\_, 201?.

 **II. Leased Premises**

1. The Lessor does hereby lease to common spaces of Ohio Bird Sanctuary,

in as-is condition, consisting of the main room, bathrooms, porch and kitchen prep area in the Education Center, and additional outdoor spaces if designated above. (this does not include live bird display area).

b.) Lessee shall have access to use of the main hall, prep kitchen, restrooms,

common areas, and parking surrounding the Education Center. The kitchen is used for food assembly and staging only. No cooking or washing of pots or pans is permitted.

c.) Lessee shall have access and use of:

 i. 28 Folding chairs, 71 Black Chairs, 31 Green Chairs

ii. (15) 4 foot tables, (2) 8 foot tables, (6) 6 foot tables.

 iii. Outside Picnic Tables

 iv. Outdoor grill

 v.

 d.) The Sanctuary staff does not decorate, coordinate your event, your caterer, or any other third party vendors.

e.) The Sanctuary does not provide tents for outdoor events.

f.) The Education Center is wheelchair accessible.

**III. Rental Fees**

a.) Rental Fee:

i. Lessee shall pay Lessor \_\_\_\_ for rental of the space

 ($100 per hour for up to 100 people, $150 per hour for over 100

 people – maximum 150 people )

ii. Minimum of 2 hours.

iii. Linens fee ($40) optional

iv Garbage fee ($50) $50

iii. $15/hour for OBS staff member required to be on site during

 rentals outside of regular business hours.

 iv. Lessee shall pay Lessor the entire Rental Fee at least three (3)

 weeks prior to the date of the event listed in I(A).

b.) Security Deposit:

 i. Lessee shall pay a $250.00 security deposit to Lessor

 in addition to the Rental Fee.

ii. Lessee shall pay Lessor the entire security deposit

 within two weeks of the rental agreement to hold the reservation.

 iii. Lessor shall return Lessee’s $250.00 reservation/security deposit

within two (2) weeks from the date following the event, after the premises has been inspected, cleaned and any damages repaired and assessed against the security deposit.

 c.) Refunds:

 i. Lessee’s payment of the Rental Fee becomes non-refundable

 two (2) weeks prior to the date of the event listed in I(A).

**IV. Other Requirements**

a.) Time and Usage:

 i. Lessee shall abide by the hours quoted in I(A). If the event goes

 beyond the agreed hours (other than 1 hour allowed for set up

 before and 1 hour allowed for clean-up after), an additional

 $25.00 per 15 minutes will be charged.

b) Parking:

i. The Education Center parking lot capacity is 45 vehicles. If

 rental is scheduled outside of regular business hours additional

 parking space for 15 cars is available in lower parking area.

ii. Lessee shall coordinate any additional transportation service or

 carpool to accommodate their guests.

iii. Parking or driving on grass is prohibited.

iv. Any damages to the grounds will be deducted from the security

 deposit.

b.) Indemnity Agreement:

 i. Lessee agrees to indemnity and holds the Lessor and all the

 property of Lessor, including the facilities, free and harmless

 from any and all liability for injury or death of any person,

 including Lessee and the employees of Lessee, or for damage to

 the property arising from the use and occupancy of the facilities

 by Lessee and employee of Lessee, in or about the facilities with

 the express or implied consent of Lessee.

c.) Assignment and Subletting:

 i. Lessee shall not assign or sublet the facilities or any interest

 therein without first obtaining the written consent of Lessor. A

 consent by Lessor to one assignment or subletting shall not be

 deemed to be a consent to any subsequent assignment or

 subletting. As assignment or subletting without the written

 consent of Lessor, or an assignment or subletting by operation of

law, shall be void and shall, at the option of the Lessor,

terminate this agreement.

d.) Use:

i. Lessee shall not permit the facilities or any part thereof to be

 used for:

 1. The conduct of any offensive, noisy, or dangerous

 activity;

 2. The creation or maintenance of a public nuisance;

 3. Anything which is against any laws or rules or

 regulations of any public authority at any time

 applicable to the facilities; or

 4. Any purpose or in any manner which will obstruct,

interfere with, or infringe upon the rights of neighbors or wildlife.

 5. No open flames are allowed other than in the

 designated fire pit.

 6. No live animals, live birds and/or butterflies may be

 released onto the preserve.

e.) Consumption of Alcoholic Beverages:

The Ohio Bird Sanctuary shall abide by all laws of the State of Ohio concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol must abide by the following regulations regarding alcohol use at the Ohio Bird Sanctuary.

1. Alcoholic beverages my NOT be served during the Sanctuary’s regular business hours: 10am - 4pm Tuesday-Sunday

ii. Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage **and** when there is no admission charge for the event.

 iii. In the case of monetary exchange for alcohol, a licensed caterer is required. Please note that the caterer’s insurance only covers the alcoholic beverages, not the Ohio Bird Sanctuary Hall. Necessary licenses to serve or sell alcohol will be obtained. Any group who sells alcohol, or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of

 Ohio Division of Liquor Control. A copy of the license must be on file with the Ohio Bird Sanctuary, ten (10) business days prior to the event.

iv. Alcohol and all open containers must remain on the porch of inside Educational Center Building. Violation of this policy will cause forfeit of deposit.

 X Alcohol will be served \_\_\_\_\_\_\_\_\_\_\_\_\_ CLIENT Initials

 □ Alcohol will not be served

 f.) Smoking:

i. Smoking is strictly prohibited inside all buildings and areas adjacent to buildings and bird enclosures. Smokng area is designated to grill on South East side of the building.

 g.) Cleaning and Trash:

 i. The Lessor shall provide plastic bags for the trash containers.

 Should a container be filled during an event, the Lessee is

 expected to change the bag and remove the garbage so garbage

 does not overflow onto the floor.

 ii. Lessee shall wipe down all tables and chairs provided by the

Lessor. If linens were rented they shall be placed in laundry

basket provided in back storage area.

in the kitchen area.

 iii. Lessee shall wipe down the kitchen areas if this facility is used.

 iv. Lessee shall clean up all trash on the premises and put it into

 plastic garbage bags provided by the Lessor and place in outside dumpster.

 v. Lessee shall keep the parking lot free of trash and debris.

 vi. If the trash is not picked up from both the premises and the

parking lot and deposited into the outside dumpster or removed from the premises, an additional amount will be deducted from the security deposit.

 vii. Lessee will clean any spills on the floors.

 viii. Tables and chairs must be returned to their original location.

 h.) Decorations:

 i. Decorations are allowed, however nothing shall be used that will

 damage or leave a residue on walls, windows, woodwork, doors or ceiling of the building.

 ii. Lessee shall remove all decorations after the event ends.

 iii. No smoke, water, or mist devises are allowed.

 iv. Any damages or residue left by decorations will result in an

 additional amount deducted from the security deposit.

v. As the sanctuary is a nature preserve, consideration must be taken in selection and use of decorations. No filament line or balloons may be used outdoors. Rice may NOT be thrown (bubbles or bird seed are acceptable alternatives).

 vi. The Lessee shall be responsible for the full cost of any repairs.

i.) Chairs & Tables:

i. Lessor shall provide chairs and tables as listed in II(c) for the

 use of the Lessee.

 ii. It is the sole responsibility of the Lessee to set up the chairs

 and tables prior to the event should he/she choose to do so.

iii. After the event, all chairs and tables must be wiped down,

 cleaned and put back to original set up. (We recommend taking a

 picture of the set up prior to setting up the event.)

iv. If Lessee fails to clean or put away the chairs and chairs, he/she

 will be charged an additional $50.00.

j.) Miscellaneous:

**Lessee hereby acknowledges that he/she has read and signed all terms and conditions of this Agreement and agrees to fully abide thereby.**

**Lessor: Lessee:**

Ohio Bird Sanctuary

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_