



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”) _____(collectively, the “Parties”) on this _____, 2017_____.

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 common spaces and Education Center of Ohio Bird Sanctuary from _____ to _____ 11 PM on the _____, 2017.
- b.) Lessor shall provide access to the _____ of Ohio Bird Sanctuary from the _____, 2017.

II. Leased Premises

- a.) The Lessor does hereby lease to common spaces of Education Center, 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 trails, aviary or bird display area).
- b.) Lessee shall have access to use of the main hall, prep kitchen, restrooms, common areas, and parking surrounding the dining hall. 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
 - ii. Additional fee of \$_____ for _____
 - 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 an additional \$50.00 per hour will be charged.
 - ii. Lessee and all their guests must exit the Sanctuary by 11pm.
- 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 indemnify 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.

- i. Alcoholic beverages may 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.

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.

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 storage bins 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. Tents may remain until the beginning of the business week if discussed in advance.

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 devices 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.
- v. Additional time to decorate and set up can be negotiated.

i.) Chairs:

- 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 away.
- iv. If Lessee fails to clean or put away the chairs and chairs, he/she will be charged an additional \$50.00.

j.) Miscellaneous: Deposit Paid_____

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

Lessor:
Ohio Bird Sanctuary

Lessee:

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____