

## Howell Wetlands FACILITY RENTAL AGREEMENT



After reading each item below, please initial each section to confirm that you understand the agreement.

- \_\_\_\_\_ 1. Rental includes only the Event Spaces rented for use during the allotted time. A deposit of half of the total rental fee will be required at time of signing this agreement and the remaining balance will be due seven (7) days prior to the event. Deposits and fees will be refunded if Wesselman Woods is informed in writing of the renter's cancellation at least two weeks before the Event.
- \_\_\_\_\_ 2. Maximum of 75 people in the shelter house with a minimum ratio of 1 adult per 8 children.
- \_\_\_\_\_ 3. Renter shall be at least 25 years of age and shall be present during the event and is the person signing the rental agreement ("Renter"). Renter is the responsible party in case of damage, theft, or disturbances during the rental Event. The Renter is responsible for the actual cost of repairs for any and all damage to facilities or grounds during the rental Event. Up to a 15% administrative charge may be assessed in addition to the cost for repairs.
- \_\_\_\_\_ 4. If full payment is NOT received seven (7) days in advance, the Event is not scheduled and is subjected to termination and forfeiture of the deposit payment.
- \_\_\_\_\_ 5. Renter is responsible for the supervision and control of Event attendees to prevent injury and ensure safety before, during and after use of the facility. Wesselman Woods Staff reserve the right to intervene if event supervision is inadequate as determined by Wesselman Woods Staff, in his/her/their sole discretion.
- \_\_\_\_\_ 6. Running, climbing, and/or excessive horseplay by Event attendees in the Conservation Station shelter house and the grounds of Howell Wetlands is not allowed.
- \_\_\_\_\_ 7. Additional equipment brought on premises by the Renter must be pre-approved by the Wesselman Woods Staff.
- \_\_\_\_\_ 8. **Party decorations must not be adhered to surfaces or used in any way that causes damage. NO double-sided tape, balloons, glitter, rice, bird seed, or confetti are allowed in any area of Howell Wetlands or its facilities.** Decorations may be hung using masking, painters, or Scotch-type tapes.
- \_\_\_\_\_ 9. **Use of candles or any other types of open flames are strictly forbidden, except for brief permitted use of small candles on a birthday cake. Grills and other types or cooking appliances are forbidden in and under shelter house.**
- \_\_\_\_\_ 10. **Alcohol, tobacco and other drugs, fireworks, pyrotechnics, food warmers, electrical appliances, and noisemakers are NOT allowed within the premises of Howell Wetlands.** It is up to the Renter that all materials from the Event are removed upon the ending time. If the Event space is not cleaned or damaged, damages will be paid by the Renter at the discretion of Wesselman Woods.
- \_\_\_\_\_ 12. Any materials brought by the Renter, including food and beverages, decorations, gifts, party supplies, and any other miscellaneous Event materials must be removed at the conclusion of the Event. Wesselman Woods is not responsible for items left behind. If items not claimed by the Event's end, items will be disposed of at Wesselman Woods's discretion.
- \_\_\_\_\_ 13. Keys will be provided to renter prior to event. Keys are NOT to be copied and only to be in possession of renter. Keys will be returned to a Wesselman Woods staff member the day following the scheduled event. All tables and chairs must be folded and put away inside the locked area of the shelter house. All trash must be removed at the conclusion of the Event and disposed of in the City bins outside the shelter. Any trash left inside the shelter and/or any excessive trash on the property will result in additional charges.

### INDEMNIFICATION AGREEMENT

The Renter agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Wesselman Nature Society, Wesselman Woods, and Howell Wetlands its employees, directors and agents from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from property damage or personal bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the permitted use.

Renter's Printed Name: \_\_\_\_\_ Renter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_