

TIN MOUNTAIN NATURE LEARNING CENTER

LEASE AGREEMENT FOR PRIVATE FUNCTIONS (NON-WEDDING)

This Lease Agreement made and entered into this _____ day of _____, 20__ by and between Tin Mountain Conservation Center (TMCC), (Lessor) and _____ (Lessee) is subject to the following Covenants and Conditions, binding on the Lessor and the Lessee, and allows use of Lessor's Nature Learning Center (NLC) grounds, parking lot, restrooms, and the following rooms inside the NLC: ___ Great Room, ___ Kitchen, ___ Library, ___ Classroom, ___ Reception area, ___ Barn from the hour of _____ to the hour of _____ on the ___ day of _____, 20__ for permitted use of _____ only.

COVENANTS AND CONDITIONS

1. SECURITY/DAMAGE DEPOSIT: Lessee shall pay a Security/Damage Deposit of \$100.00 (one hundred dollars) upon signing this Lease Agreement. Such deposit or portion thereof not used by Lessor to pay for any cleaning or repair of damages caused by Lessee shall be refunded by mail within 15 days after the event. The Security/Damage Deposit may **not** be used to pay Rental Fees.
2. RENTAL FEES: Lessee shall pay the Rental Fee of \$ _____ (_____ dollars) for duration of time listed above at the rate established by the TMCC Private Function Rental Policy. Lessee shall pay at least 25% of this rental fee due upon signing of this Lease Agreement. The balance is due at least thirty days prior to the event.
3. PAYMENT: **LESSEE SHALL CONFIRM RESERVATION AND PAY ALL RENTAL FEES IN FULL NO LESS THAN ONE MONTH IN ADVANCE OF RENTAL DATE.**
4. CANCELLATION: Should Lessee cancel Lease Agreement, Security/Damage Deposit shall be refunded within thirty days. Rental Fees already paid by **Lessee shall be refunded only if cancellation occurs thirty days or more prior to event.**
5. CUSTODIAN: Lessor's Custodian or another staff member shall remain on the premises during the event to summon emergency assistance if needed and to ensure the terms of the Lease Agreement are mutually observed. The Custodian or staff member shall in no other way be required to assist in the set-up nor cleanup by Lessee.
6. SET-UP: Lessor must agree to the size and placement of any tent or tents to be erected by the Lessee prior to signing the Lease Agreement. Lessee's tent/tents may be erected as early as two days prior to the event granted they do not interfere with other Lessor programs or scheduled events. Lessee' tent/tents must be removed by 5:00 pm the following business day. Use of electricity is included. No property of any kind belonging to Lessor shall be removed from the premises, including flowers, plants and foliage.
7. DECORATING: Lessee shall not allow anyone to mar or deface the premises.
8. PROPERTY: Lessee agrees to assemble and store all supplies, equipment and other property brought in prior to event for use during occupancy in a location designated by Lessor and to be responsible for all such supplies, equipment and other property. No alcoholic beverage may be left unattended on the property unless prior arrangements for secure storage are made.
9. ALCOHOL/GAMBLING: Lessee shall ensure consumption of alcohol takes place only after regular business hours (Mon-Sat, 9AM-5PM). Gambling and serving alcohol to minors are PROHIBITED. Lessor requires that if alcohol is to be served by Lessee, it **must be stated on Lessee's Certificate of Insurance that Lessee's policy does not exclude serving alcohol.** Lessee must be in compliance with all state laws and local ordinances regarding the distribution of liquor. If alcohol is to be sold by a caterer, caterer must provide Lessor with a Certificate of Insurance with general, liquor, and auto liability, and naming TMCC as Certificate Holder and Additional Insured. The minimum amount of this policy must be \$1,000,000.
10. SMOKING: Tin Mountain Nature Learning Center and its grounds is a Tobacco Free zone. There are no exceptions. If cigarette butts are found on the grounds immediately following the event the \$100 security deposit will be retained by TMCC.
11. CONDUCT/NOISE ORDINANCE: Lessee shall be responsible for the orderly conduct of all persons attending the function and for controlling loud music, public address systems and other noise that could constitute a neighborhood disturbance. **Neither live nor recorded music shall be played after 10PM, nor should it be audible at the road after 8PM.** The Town of Albany has a noise ordinance, a copy of which is attached. Lessee agrees to abide by the provisions of this ordinance. Disturbances causing involvement with law enforcement officers shall cause forfeiture of the Security/Damage Deposit.

12. CLEAN-UP: Lessee shall be responsible for leaving grounds clean by wiping up spills and removing decorations and personal property. All trash must be securely bundled inside the West Oxford Society Barn (WOSB) adjacent to the NLC for removal from the premises by Lessee the night of the event or the next business day. No trash receptacles shall be provided by Lessor for use by Lessee. TMCC requires all RECYCLABLE materials (glass, plastic, aluminum, cardboard) from the event to be bagged separately and placed in a designated location for removal by Lessee.

13. PROHIBITED: Use of rice and helium balloons is prohibited. Birdseed may be used but only in outside areas. Also, please refrain from using Styrofoam.

14. DAMAGE: Lessee shall inspect and agree with Lessor upon the condition of the premises prior to the beginning of use. Lessee shall leave the NLC, WOSB, NLC grounds, and parking areas in the same condition in which it was at said inspection. Lessee shall be responsible for all damage to the premises, including but not limited to damage to walls, floors, furnishings, fixtures, equipment and gardens. Lessee shall pay Lessor for repair or replacement of all items damaged.

15. TIME: **Everyone, including caterers, must be off the premises by midnight the night of the event.**

16. ASSIGNMENT AND TERMINATION: Lessee shall not assign this Lease Agreement nor sublease any portion of the premises. Lessor reserves the right to terminate this Lease Agreement should the premises become untenable for any reason, in which event advance payment shall be returned to Lessee.

17. LIABILITY: Lessor assumes no liability for loss incurred by fire, theft or injury.

18. INDEMNIFICATION: A Certificate of Liability Insurance must be provided by the Lessee for the date(s) of Lease of TMCC property naming the Lessee as insured and TMCC as Certificate Holder and Additional Insured. The minimum amount of this policy must be \$1,000,000. The Certificate of Liability Insurance is due upon signing of this lease agreement. To the extent permitted by law, Lessee hereby agrees to protect, indemnify, defend and hold harmless Lessor and their respective employees and trustees from all liability occurring from use and occupancy of the premises during the lease term by Lessee. Such hold harmless shall be in the form of a complete indemnity of Lessor, including without limitation all claims, losses or damages to persons or property, governmental charges or fines, and any and all attorney's fees and court costs incurred in defending any claim indemnified hereunder. Lessor shall not have any responsibility for loss of personal property or articles left on the premises. Individuals unable to provide a Certificate of Insurance must provide evidence of a homeowner's policy with an umbrella liability to meet the \$1,000,000 minimum liability.

IN WITNESS WHEREOF, Lessee has caused this Lease Agreement to be executed by its duly authorized agent and Lessor has executed this Lease Agreement on the day and year first above written.

TIN MOUNTAIN CONSERVATION CENTER

(Lessor)

(Lessee)

By: _____

Address: _____

Title: _____

Date: _____

Date: _____