



1000 Aullwood Road Dayton, Ohio 45414-1129 Tel (937) 890 7360 Fax (937) 890-2382

Aullwood Audubon Center and Farm

Rental Terms and Conditions

Aullwood Audubon Center and Farm ("Aullwood") may be rented for meetings and special events after Aullwood is closed to the public. Meetings and events may be scheduled to take place during Aullwood's operating hours, as space is available, with the understanding that the meeting will not interfere with the operation of Aullwood. Aullwood's hours are Monday - Saturday from 9:00 a.m. to 5:00 p.m.; Sunday from 1:00 - 5:00 p.m. All after-hours events must be completed by 11:00 p.m. All events exceeding the ending time stated on the Rental Agreement ("Agreement") will be charged an additional \$200.00 per hour or any part of an hour over that time. Aullwood is closed most major holidays.

A Security Guarantee of \$500.00 will be in force with the signing of the Rental Agreement. No charges will be made at the time of execution of the Rental Agreement. A credit card number or a check will be kept on file until after the event. Any damages resulting from the rental event will be discussed with the Client prior to making any charges or depositing the guarantee check. Aullwood reserves the right to charge costs for any damages to its property or facilities arising from Client's use thereof, including without limitation, loss of equipment, fixtures, utensils and supplies, and/or costs incurred by Aullwood for cleanup which Client fails to perform as required under this Agreement. If the \$500 is paid, any unused portion shall be fully returned to Client within fourteen days after the event. Aullwood also reserves the right to charge Client for any damage or expenses in excess of the \$500.00 Security Guarantee.

To reserve the date, a non-refundable Rental Deposit of 50% of all Rental Fees is required within ten days of execution of the Rental Agreement, and the date will be released if payment is not received. The remainder of the Rental Fee is due no less than ten days prior to the event date and is non-refundable once paid. The Rental Fees and the Security Guarantee may be paid with either check or credit card (Visa, MasterCard, or Discover Card).

If alcohol is being served at your function, please see Section 27.

Event Guidelines

1. All events are expected to harmonize with the character and mission of Aullwood and will be scheduled so as not to conflict with Aullwood's activities. Events may not create hazard or impose hardship to Aullwood's collections, exhibits, facilities, staff or visitors.

2. By the rental of Aullwood, Aullwood does not in any way affiliate itself with the group, individual or corporation. Aullwood reserves the right to decline any request for building rental by decision of the Executive Director.
3. Aullwood will set up chairs and tables for the event. These tables and chairs may not be used outside. If the Client wishes to use tables and chairs outside, they must be rented from a third party.
4. All areas of the facility used by the Client are expected to be returned to their original state of cleanliness and orderliness. This includes trash and recycling removal from the building into the trash and recycling bins located at both locations – the Marie S. Aull Education Center and the Charity A. Krueger Farm Discovery Center.
5. No smoking is permitted on any of Aullwood’s property or in any Aullwood building. We have posted no smoking signs at the Marie S. Aull Education Center and the Charity A. Krueger Farm Discovery Center. This policy has been adopted for all of Aullwood’s property for the health and safety of our guests and to protect our nature sanctuary and animals.
6. Fog or smoke machines, live animals, and helium balloons are not permitted.
7. The Client must inform the Rental Agent of any planned entertainment and food/beverage arrangements at the official set-up meeting for the event. This normally occurs one month before the date of the event.
8. The caterer for the event may arrive for set-up any time after 9:00 a.m. on the day of the event.
9. The Client must notify Aullwood of the total guest count no later than one week prior to the event.
10. If the Client wishes to use Aullwood’s sound system, arrangements must be made in advance of the event with the staff rental agent. Aullwood’s sound system may accommodate microphones and background music. A professional DJ should be secured to handle dance music.
11. The Client is responsible for arrangement of deliveries upon their arrival and for establishing an area for storage of such items until they are picked up. Arrangements include coordinating all visits and deliveries with the staff Rental Agent.
12. Client shall not use any decorations, blinds, glass, woodwork, signs, or other items that require posting on the walls or other Aullwood property by any means, including without limitation, staples, tacks, nails, adhesive, wire, sticker, or tape. All decorations used by Client must be removed upon Client’s vacating Aullwood, and all residue and refuse resulting from decorations used by Client must be cleaned prior to Client vacating Aullwood. Aullwood reserves the right to charge Client for any additional labor necessary for satisfactory clean up. The Client must provide stanchions and easels for Client’s signs. Signs cannot be hung on walls, cases, exhibits, or outside of Aullwood.

13. All plants used for decoration must be free from pests.
14. Sternos may be used for the purpose of food presentation and warming. Open flames are not permitted at Aullwood. Votive candles or enclosed candles may be used on tables in the auditorium.
15. Aullwood is not responsible for equipment, tables, chairs, food, alcohol, personal possessions, or other items brought to an event. Aullwood is not responsible for damage to or loss of wearing apparel, personal effects, automobiles, furnishings or any other property of Client, Client's employees, agents, servants, contractors, caterers and guests at an event.
16. The Client, its vendors, and the vendors' agents are required to abide by the current Ohio Liquor Laws and therefore assume all responsibility and liability resulting from any violation of these laws.
 - (a) If the party is open to the public and admission is charged, or if a cash bar is available, Client must obtain a liquor permit from the State of Ohio Department of Liquor Control, and have filed a copy of the permit with Aullwood prior to the date of the event. A temporary permit may be available.
 - (b) A liquor permit is not required if the event is private, admission is not charged, and there is not a cash bar.
 - (c) Intoxicated persons, habitual excessive drinkers, and minors may not be served.
 - (d) To allow for the safety of your guests please encourage a designated driver policy. Upon request, we will be happy to call a cab for any guest that is unable to drive safely.
17. Aullwood is dedicated to education of children and families. In order to maintain the highest quality experience for all individuals attending our facility, complete respect is expected for the buildings, grounds, exhibits and staff. Parents will be fully responsible for their children and their behavior. As requested during regular operating hours, parents must remain with their children, exploring and learning together. Children may not be in the discovery rooms or classrooms without adult supervision.
18. Aullwood may at its discretion, limit the time or and/or sound level of live or recorded music.
19. All building doors must remain closed during the rental period because Aullwood uses a geothermal heating and cooling system, which relies on having a closed building.
20. The Client shall be responsible for parking arrangements and control.
21. Bird seed and flower petals may be thrown outside the building for weddings. Sparklers may be used as long as there is a bucket of water nearby. The throwing of rice is prohibited.

22. The kitchen facilities are equipped to serve pre-prepared meals.
23. If requested by Aullwood, the Client shall procure and maintain, at its own cost and expense, insurance coverage in such amounts, with such companies, and upon such terms as shall be satisfactory to Aullwood. Appropriate certificates of insurance shall be delivered to Aullwood at least five business days prior to the event and shall name Aullwood as certificate holder.
24. In the event that a corporation, partnership, association, club, society, or other entity makes this Agreement, the individual making this Agreement represents that he/she does so with the full authority of the organization. In the event of the failure of such representation, the individual agrees to be personally liable for performances of this Agreement, including the payment of any Security Deposit or Rental Fee.
25. The Client accepts the premises “as is” and will indemnify, defend and hold Aullwood, Friends of Aullwood, National Audubon Society and their agents and representatives harmless from and against any and all liabilities, damages, costs, losses, expenses (including reasonable attorneys' fees), claims, and proceedings, resulting from, arising out of, or in any way connected with, either directly or indirectly, (i) the occupation or use of the Aullwood premises including any associated parking facilities and trails, by Client, its guests, employees, agents, servants and/or contractors; (ii) the injury, illness or death of any person or the destruction of any property on or to the Aullwood premises created by Client, its guests, employees, agents, servants and/or contractors; and (iii) any breach of this Agreement by Client. You are responsible for the safety of your guests and ensuring that your guests abide by these conditions.
26. The Client must ensure that all building exits remain clear at all times during the rental period.
27. If Client is renting the Charity A. Krueger Farm Discovery Center and the event occurs past 5:00 p.m., all barns and outbuildings are closed and off limits to all guests due to security and protection for the animals on our property. Guests are allowed to explore the grounds behind the Farm Discovery Center up to the sidewalk and including the Farm Pavilion. Guided tours of Aullwood Farm may be scheduled for a \$200 fee with Aullwood Staff. The Rental Agent can arrange these tours.
28. If alcohol is being served for a rental client with more than 100 guests, Aullwood will arrange for a bonded and insured security officer to be present during the hours of the event where alcohol is being served. The cost of security is included in the total rental fee. If Client serves alcohol without the security officer in place, Aullwood may terminate this Agreement without any obligation to refund any Rental Fees or Security Deposit.

Security officers are police officers from Butler Township and will be in uniform and armed.
29. Any violation of the rental guidelines prior to or during the event is subject to the immediate revocation of this Agreement and closure of the event, without refund.

30. Aullwood shall not be obligated to perform any obligation hereunder and shall not incur any liability for the nonperformance or breach of any obligation hereunder to the extent that Aullwood is delayed in performing, unable to perform or breaches such obligation because of an act of God, war, terrorism, fire, floods, strikes, electrical outages, equipment failures, or other cause reasonably beyond its control. Notwithstanding the foregoing, in the event of a power outage, Aullwood shall supply the generators that it owns. Client shall be responsible for obtaining any additional generators necessary to hold the event and shall be responsible for any costs associated therewith.

31. This Agreement constitutes the entire agreement between Aullwood and Client and supersedes any other agreements and understandings between the parties, oral or written. No amendment or modification of this Agreement shall be effective unless it is in writing and signed by Aullwood and Client. The language in all parts of this Agreement will be construed under the laws of the State of Ohio, according to its normal use and meaning, and not strictly for or against either party thereto.

32. In the event you are renting the Farm facilities, the use of the Pavilion's fire pit at Aullwood Audubon Farm is strictly at the discretion of Aullwood's staff or rental agent. The Client must provide firewood, kindling, etc. for their use and remove any excess items upon completion of their event. Prior to leaving the premises, the fire must be fully extinguished and cool to the touch. Client shall be solely responsible for any damage resulting from violation of the foregoing requirement.

Revised: 7/06/05
Revised: 3/07/07
Revised: 2/04/10
Revised: 1/13/11
Revised: 2/10/12
Revised: 2/28/2015
Revised: 7/1/2015
Revised: 2/3/2016
Revised: 3/17/2016
Revised: 3/31/2016
Revised: 6/2/2016
Revised: 6/27/2016
Revised: 7/27/2016
Revised: 11/1/2016