



**Allens Pond Wildlife Sanctuary**  
**1280 Horseneck Road • Westport, MA 02790**  
**(508) 636-2437 • Fax: (508) 636-0272**

**2019-2020 Function Rental Contract**

Thank you for your interest in choosing the Allens Pond Wildlife Sanctuary for your function. Your choice of this venue demonstrates your commitment to protecting the nature of the South Coast by supporting our ecological management and educational outreach. We look forward to working with you to engage your guests/ participants in exploring a facet of natural history, conservation, and nature appreciation that suits your event.

Allens Pond is one of many staffed sanctuaries of Mass Audubon (hereinafter referred to as "Mass Audubon") and offers a unique, natural setting for wedding ceremonies and other functions. The Stone Barn, a historic 150 year old building, is a rare and beautiful parged fieldstone structure that offers **3-season** space for meetings, workshops, and functions. The site can accommodate groups that desire to camp in the fields as part of their experience. The Allens Pond field station's fields and shoreline provide an especially lovely background for wedding ceremonies. We offer seasonal wedding ceremony availability and four nature-based weddings with onsite receptions at Stone Barn per year.

Since our primary mission is to preserve the fields, shoreline, Barn, and the rest of the property for conservation values, public access and educational purposes, we have certain rules about its use for other activities. Please read the following information carefully and mark as requested that you are aware of our expectations as part of this contract.

**Sanctuary Rules – please initial each line to attest that you have read, understand and will ensure full compliance:**

- Rental events **must end** by no later than 10 pm, including departure of all guests and staff.
- Renter and their agent(s) are responsible for ensuring compliance with: REVISED POLICY & PROCEDURES ON THE USE OF ALCOHOL ON MASS AUDUBON PROPERTY AND AT MASS AUDUBON OFF-SITE EVENTS.
- PROOF OF THE NECESSARY INSURANCE BEFORE RENTAL TERMS ARE COMPLETE must be provided by renter and their agent(s).
- Renter is required to sign: **RELEASE FROM RESPONSIBILITY AND INDEMNIFICATION INDIVIDUALS/GROUPS RENTING MASS AUDUBON FACILITIES AND PLANNING TO SERVE ALCOHOL.**
- Copies of the executed contract will be provided to each vendor (caterer, bar service, tent provider, rental company, etc.) by the renter(s) to ensure comprehension of scheduling and compliance with all regulations.
- A site plan detailing the tent and catering equipment locations must be provided and approved by Mass Audubon 45 days prior to the event.
- Water and electrical supply must be self-contained, where applicable.
- If** food truck(s) are engaged as catering and/or bar service, then power supply must be self-contained.
- Use of portable heaters or combustion elements inside the barn is strictly prohibited.
- Smoking is permitted only at a single, designated area at each location and always outside any building.

- \_\_\_\_\_ No pets allowed on the premises.
- \_\_\_\_\_ Application of pesticides of any kind is strictly prohibited, including broadcast spraying for biting insects. If removal of noxious plants (e.g. poison ivy) is required, arrangements will be made with Sanctuary staff to address according to specific protocols.
- \_\_\_\_\_ Use of straw bales is permitted but *hay* bales are prohibited as they carry seeds of non-native plants.
- \_\_\_\_\_ Use of any kind of balloon, throwing of rice/flowers/birdseed, and release of animals (e.g. butterflies) are prohibited.
- \_\_\_\_\_ Use of a drone is prohibited, per Mass Audubon’s Drone Policy.
- \_\_\_\_\_ Decorations (excluding candles/open flames) may be used at the Barn, but the permanent Mass Audubon-installed pieces must remain intact in their original locations. All decorations must be removed at the end of the function.
- \_\_\_\_\_ Attaching noisemakers to cars and blowing of horns are prohibited.
- \_\_\_\_\_ Choice of musical groups (bands/disc jockeys) must meet Mass Audubon staff approval to ensure it is appropriate for the residential area.
- \_\_\_\_\_ The integrity of the natural resources of this setting is paramount and must be considered for all decisions including the use of music and disposal of liquids.
- \_\_\_\_\_ **All garbage (including recyclables)** must be removed from the premises at the end of the function. Please insure that the condition of the site is as you found it and at least broom clean.
- \_\_\_\_\_ Size of the event (head count and duration) will determine fee according to a pricing worksheet.
- \_\_\_\_\_ Base pricing presumes up to 100 people for wedding receptions or up to 50 people for other private functions; the maximum guest headcount for any event is 200.
- \_\_\_\_\_ Guest number, arrival and departure must be clearly stated and adhered to.
- \_\_\_\_\_ Rental Time spans from site entry to site exit and includes setup and breakdown by all guests, renters, vendors, and related parties.
- \_\_\_\_\_ **Any** violation of above will result in loss of security deposit and assessed fees for associated costs.

■ **Rental Fees and Payment Schedule**

The standard rental fees, which vary depending on the event, may include access to indoor and outdoor function areas on the property, depending on the chosen location and as listed in our Facility Rental Information document (attached) and “Facility Rentals” area of our website. An additional charge of \$500 per hour, or part thereof, will be assessed if guests remain after the pre-arranged and contracted rental period.

You can reserve a date for a function by paying a **non-refundable** deposit of \$100 and, if you are not already a current Mass Audubon member including a separate check of \$65 for Mass Audubon membership,. The payment of the balance must be made 60 days prior to the event. Along with the balance payment a security deposit of \$500 is required in the form of a separate check. The security deposit check will be returned within 30 days after the function, provided that no damage has been done to the facilities or property, that the applicant abides by the sound/musical noise limitations described below, and that Mass Audubon does not incur additional expenses as a result of your event.

Wedding ceremonies (for up to 50 attendants) are priced at \$2000 and a nature-based wedding with reception (for up to 100 attendants) at Stone Barn Farm is \$3500; \$2000 for Dartmouth residents.

■ **Scheduling**

The Stone Barn and sanctuary grounds are available for functions on weekdays, weekends and holidays. **Events must be scheduled to begin no later than 5:00 p.m. and must end within five hours, including delivery, setup and breakdown/cleanup time.** In addition, no set-up for a function can begin before 11:00 a.m. on the day of

the event, without prior approval and coordination with Mass Audubon staff. The staff schedules all dates for wedding ceremonies and other functions. Time can be added, for an additional hourly fee, to any event with consent of Facility Rental Coordinator.

■ **Cancellation Policy**

Cancellation of an event more than 60 days before the scheduled date will result in the loss of the entire deposit. Cancellation within 60 days of an event results in the loss of the full rental fee.

■ **Use of Kitchen Facilities and Caterers**

The kitchen includes an oven, burners, sink and a refrigerator that are available for function use with the provision that the premises must be left in the same clean condition as found by the caterer. Usually caterers take care of all aspects of the clean up, provided that the applicant makes arrangement in advance. Even though professional caterers may be engaged, it is the responsibility of the applicant that the kitchen area, as well as the other areas used, is left in satisfactory condition. Raw bars are permitted only if provided and staffed by a professional caterer.

Mass Audubon maintains a list of approved caterers. These caterers have worked with Allens Pond and have been highly recommended by their clients. An applicant must select a caterer from this list for all functions held at Allens Pond or have a non-listed caterer approved by staff **30 days in advance** of signing a contract with the caterer.

All caterers shall comply with the insurance standards established by Mass Audubon. To be approved, caterers must first provide a properly signed and completed Certificate of Insurance from their insurance agent, indicating that the insurance coverage currently in effect for their business meets Mass Audubon standards outlined below. Documentation of the insurance program must be sent to the function manager's attention at Allens Pond at least two weeks prior to rental. The insurance program shall include the following:

- Statutory workers compensation coverage;
- General liability insurance with a \$1,000,000 combined single limit for bodily injury and property damage;
- Automobile liability insurance with \$100,000 per person and \$100,000 for property damage;
- Liquor law liability insurance with a dual limit of \$1,000,000 per person and \$1,000,000 per occurrence; and
- Mass Audubon added as an additional insured on general liability and liquor liability insurance policies.
- Provided at least two weeks prior to rental

An applicant should not assume that his/her caterer meets Mass Audubon insurance standards and should not contract with a caterer before the function manager has approved the caterer's insurance program. All caterers require prior approval from the function manager.

■ **Music**

Mass Audubon staff must approve musical groups at least one month before the function. Staff will work with the applicant to ensure the selection of a musical group and volume that is appropriate to the sanctuary's purpose and surrounding neighborhood. Since Allens Pond is located in a residential area, music outside is limited to instruments without amplification, unless played inside the Stone Barn. Bands are limited to no more than three instruments. Taped music and disc jockeys may be used. To respect the privacy of our neighbors, the

volume of the music must be kept at a reasonable level. The staff member on duty will turn down the volume at a function if s/he determines the music is too loud. An applicant will forfeit his/her security deposit if he/she does not abide by the rules concerning the volume of the music.

■ **Mass Audubon Alcohol Policy**

1. **Individuals or groups serving alcohol on Mass Audubon property must adhere to Mass Audubon's Revised Policy and Procedures on the Use of Alcohol on Mass Audubon Property and at Mass Audubon Off-Site Events and ensure any caterer, bartending service, brewer or other third party vendor hired for the event also agrees to fully comply with these conditions.**
2. **To monitor the consumption of alcoholic beverages to ensure that there will be no danger to individuals or damage to Mass Audubon property;**
3. **To ensure that alcohol is not server to anyone who is showing signs of intoxication;**
4. **To ensure that alcohol is not served to anyone who is under 21 years of age;**
5. **To be familiar with and observe local (Dartmouth) and all state statutes and regulations pertaining to the serving of alcoholic beverages at events;**
6. **To engage a caterer, bartending service, brewer or other third-party vendor or to ensure that one individual from your organization/party is in charge of serving alcohol and controls the alcohol supply;**
7. **To sign MASS AUDUBON RELEASE FROM RESPONSIBILITY AND INDEMNIFICATION INDIVIDUALS/GROUPS RENTING MASS AUDUBON FACILITIES AND PLANNING TO SERVE ALCOHOL;**
8. **To provide proof of the required insurance at as indicated below at least two weeks prior to the event.**
9. **A maximum limit of four consecutive hours is permitted for the service of alcohol, regardless of the length of the event. Even if the applicant has been granted prior approval to pay overtime to have a longer event, the maximum limit of four hours of alcohol service will remain in force. In all cases, alcohol service must stop at least one hour before the end of the function.**

■ **Liability to Persons and Property**

1. Mass Audubon assumes no responsibility and expressly disclaims any liability or responsibility for damage to or loss of personal property belonging to the applicant, guests, employees, or contractors in or on the premises, and for injury or death to persons invited to the premises or employed by the applicant for any purpose whatsoever.
2. Except in cases where Mass Audubon is found to be grossly negligent, the applicant agrees to assume liability for any and all bodily injury or property damage resulting directly or indirectly from the applicant's use of the premises and to hold Mass Audubon and its employees, volunteers, directors, officers and agents harmless from any and all liability, claims or assessments arising out of the applicant's use of the premises. The applicant agrees to be responsible for, and reimburse Mass Audubon, for any loss or damage to the building, its contents, equipment or grounds caused by the applicant or the applicant's guests, employees, or contractors. In specific, the applicant agrees to defend with counsel satisfactory to Mass Audubon and to pay, protect, indemnify and save harmless Mass Audubon from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Mass Audubon) causes of action, suits, claims, demands or judgments of

any nature whatsoever arising from the exercise of this function rental agreement and (i) any work, act, or omission to act done in, on or about Mass Audubon premises, or any part thereof, by or on behalf of the applicant or any person claiming under the applicant, or the employees, agents, tenants, contractors, applicants, invitees or visitors of the applicant or any such person, (ii) injury to, or the death of, persons or damage to property on Mass Audubon premises or upon adjoining property or in any way growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management or occupation of Mass Audubon premises by the applicant or the employees, agents, tenants, contractors, invitees, or visitors of the applicant or any such person, or resulting from the condition of Mass Audubon premises; or (iii) violation of any agreement or condition of this function rental agreement or any applicable federal, state, or local statutes, laws, regulations, or other requirements, affecting Mass Audubon premises or the ownership, occupancy or use thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this function rental agreement and be applied to the rental agreement if the date of the function is changed.

■ **Notices**

All correspondence regarding this agreement must be mailed or hand-delivered to:

Facility Rentals  
Mass Audubon’s Allens Pond Wildlife Sanctuary  
1280 Horseneck Road  
Westport, MA 02790

All correspondence to the applicant will be mailed to the address on the Function Application

**Agreement to abide by Function Rental Agreement**

I, the undersigned, have read the above Function Rental Agreement and filled out the attached Function Application and agree to abide by the conditions set forth. I understand that a failure to follow the terms of this agreement can result in the forfeiture of my security deposit and other damages. This agreement supersedes all other agreements or understandings, verbal or in writing, regarding this matter.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Agreement received by Mass Audubon Staff**

\_\_\_\_\_  
Signature of Mass Audubon Staff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

*Revised April 2019*

**Rental Contract**

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

Applicant's Name(s): \_\_\_\_\_

Applicant's Phone: (H) \_\_\_\_\_ W) \_\_\_\_\_

E-Mail(s): \_\_\_\_\_

Applicant's Address: \_\_\_\_\_  
.....

Function Date: \_\_\_\_\_ Type of Function: \_\_\_\_\_

Number of Guests: \_\_\_\_\_ Duration: \_\_\_\_\_

Location: \_\_\_\_\_ Equipment Requested: \_\_\_\_\_

Time of first guest arrival: \_\_\_\_\_ Rental time Start: \_\_\_\_\_ End: \_\_\_\_\_

Caterer: \_\_\_\_\_ Bar Service: \_\_\_\_\_ Time service ends: \_\_\_\_\_

Coordinator: \_\_\_\_\_ Musicians: \_\_\_\_\_ Florist: \_\_\_\_\_

Officiant: \_\_\_\_\_ Phone: \_\_\_\_\_

Mass Audubon educational program or nature-engagement activity of choice: \_\_\_\_\_  
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For Weddings: Names & Addresses of the Couple

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (H) \_\_\_\_\_ (H) \_\_\_\_\_  
(W) \_\_\_\_\_ (W) \_\_\_\_\_  
.....

Family Membership Due: \$65 Date Received or Mass Audubon Member #: \_\_\_\_\_

Total Amount Due: \_\_\_\_\_ Date Received: \_\_\_\_\_

Less \$100 Deposit: \_\_\_\_\_ Date Received: \_\_\_\_\_

60-day Prior Amount: \_\_\_\_\_ Date Received: \_\_\_\_\_

\$500 Security Deposit Received: \_\_\_\_\_ Date Returned: \_\_\_\_\_

If security deposit retained: Date of Notice: \_\_\_\_\_ Explanation: \_\_\_\_\_