



Wachusett Meadow Wildlife Sanctuary
113 Goodnow Road, Princeton, MA 01541
978-464-2712 wachusett@massaudubon.org
www.massaudubon.org/wachusettmeadow

Outdoor Private Function Rental Agreement

Thank you for your interest in Wachusett Meadow Wildlife Sanctuary as the venue for your event. As one of Mass Audubon's staffed sanctuaries, Wachusett Meadow offers a scenic, natural setting for weddings, family reunions and other gatherings. We protect over 1000 acres of wildlife habitat, and our historic farm house and barns accommodate visitor services, agriculture, ecological management and educational programming year-round.

Wachusett Meadow is managed primarily to provide sanctuary for people and wildlife, thus there are specific rules regarding its use for other activities, and it is expected that applicants will plan events consistent with our mission and setting. Please read the following information carefully. We are happy to arrange a tour of the property to discuss options and answer your questions.

■ **Membership**

Use of the sanctuary for a private function is a privilege of membership in Mass Audubon. Applicants who are not current members, are required to enroll at the Family level (\$65) or higher. Wachusett Meadow can process your membership at the time of your application. Members enjoy free admission to over 50 wildlife sanctuaries statewide, discounts on hundreds of educational programs and special events, and gift shop purchase discounts. More than 100,000 members are our active partners in conservation, education and advocacy; we appreciate your support!

■ **Scheduling**

Outdoor private events are permitted at Wachusett Meadow between 9 a.m. and 9 p.m., including set up and clean up. Available dates are determined based on the time of year, other sanctuary functions, and the type and size of the event. The minimum rental period is three hours and the maximum is six hours, unless otherwise approved.

■ **Restrictions**

Please enjoy our scenic and peaceful setting without sports equipment, kites, sleds, etc. Pets, smoking, candles/open flame, and balloons as decoration are not permitted. Weddings and other occasions may not be celebrated by the throwing of rice, flower petals, confetti, etc. The release of animals (e.g. butterflies) and balloons is prohibited. Princeton does not allow the posting of any signs off the premises. *The speed limit on Goodnow Road is 20 mph and is strictly enforced. Please help us to be good neighbors to people and wildlife by reminding your guests of the posted limit! The attaching of noisemakers to cars and the blowing of horns is also prohibited.*

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■ **Capacity/Amenities and Services**

Maximum attendance is 100 people. Designated staff will be on site to direct guests to available parking, including (two vehicle) handicapped parking if needed. *Carpooling is strongly recommended.*

Use of four plastic folding tables (5' x 2.5') and 50 metal folding chairs is included in the rental fee and available by advanced request. Tents and other furniture are permitted, but require sanctuary approval and set up/take down scheduling.

Limited outdoor power (1500 watts) via two 100' cords is available by advanced request. 1500 watts is appropriate for mood lighting, warming plates, coffee urns, fondue plates, etc. Note: too many small electrical devices may overload and crash the circuit. *Add up the wattage of each device to be sure.*

Gas or charcoal grills (two maximum) are permitted for food preparation but require sanctuary approval; staff will provide oversight regarding placement within the rental space, and extinguishing and disposing of ash.

The sanctuary's public restrooms will be open and available to private function guests. Rented portable toilets are permitted, but require sanctuary approval and set up/take down scheduling.

Trash receptacles and disposal is included in the rental fee, provided that waste includes only bagged trash, recyclable glass/plastic/metal/cardboard/paper. Renters are responsible for disposal of any items or materials that are prohibited from standard curbside pickup. *Use of recyclable products and planning events that minimize waste is encouraged.*

Wachusett Meadow's 12-mile trail system is available for use at no additional charge. Please note however, that this offer applies only during the rental period, and only as is allowable for all sanctuary visitors (dawn to dusk, on-trail hiking only, no collecting, etc; complete rules are posted near the parking lot). Guided hikes by our natural history staff, canoe rentals and snowshoe rentals are available by advanced request for additional fees.

■ **Music**

Live acoustic/unamplified music is permitted, but requires advanced approval. Bands are limited to no more than three instruments. Recorded music is also permitted. *Please respect our setting, our neighbors, and other visitors by keeping the volume of music to a reasonable level.* Sanctuary staff will request decreased volume if it is determined to be too loud. Renters will lose the privilege of music, and may forfeit their security deposit if they do not abide by requests concerning volume.

■ **Rental Space**

Applicants may choose one of three designated spaces for outdoor private functions: Wildlife Pond Lawn, Barns Lawn or North Meadow. An on-site tour is recommended in order to select the space that best suits your event. For small gatherings (maximum 30 people), indoor rental space is also available. Please request our Facilities Rental Brochure or ask us for more information about this option. It is the responsibility of the applicant to be sure the rental space is left in satisfactory condition, even though professional caterers or other vendors may be hired. *Please note that a private function rental does not close the sanctuary to other visitors or programming.*

■ **Rental Fees, Rehearsals and Payment Schedule**

The standard rental for outdoor private functions is \$300/hour, for a minimum of three hours and a maximum of six hours. Applicants are granted a 2 hour grace period for set up and clean up without charge; additional time for that purpose is permitted for a fee of \$25/hour. A non-refundable deposit of \$300 is required to secure a reservation, and payment of the balance must be made 30 days prior to the event (the deposit is part of the total rental fee, not an additional charge); a security deposit of \$150 is required in the form of a separate check. The

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security deposit check will be returned on the day of the function, provided that no damage has been done to the facilities or property, and that MAS does not incur additional expenses as a result of your event. Rehearsals are permitted for a fee of \$25/hour, and must be requested and scheduled in advance.

■ ***Cancellation Policy***

The \$300 deposit is non-refundable for any cancellation at any time. Cancellation within seven days of the event will result in the loss of half of the total rental fee. Membership is not subject to cancellation or refund.

■ ***Indoor Facilities and Caterers/Bartenders***

Neither kitchen nor indoor spaces are included, nor are they available for outdoor private function rentals.

Wachusett Meadow maintains a list of pre-approved caterers, bartenders and other vendors which we are happy to share upon request. Applicants must secure sanctuary approval for non-listed vendors prior to signing associated contracts.

All caterers/bartenders shall comply with the insurance standards established by MAS. A properly signed and completed Certificate of Insurance must be forwarded to Wachusett Meadow, indicating that the insurance coverage currently in effect for their business meets MAS standards outlined below:

- 1) Statutory workers compensation coverage
- 2) General liability insurance with a \$1,000,000 combined single limit for bodily injury and property damage
- 3) Automobile liability insurance with \$100,000 per person and \$100,000 for property damage
- 4) Liquor law liability insurance with a dual limit of \$1,000,000 per person and \$1,000,000 per occurrence
- 5) MAS added as an additional insured on general liability and liquor liability insurance policies

■ ***MAS Alcohol Policy***

- 1) The town of Princeton does not permit cash bars or tip cups. No alcohol shall be sold during the function.
- 2) Persons serving alcohol on MAS property must be covered by liquor liability insurance. Therefore, guests and the applicant shall not serve themselves. This includes alcoholic and non-alcoholic beverages.
- 3) Open bottles of wine or other alcohol shall not be placed on dining tables. Kegs are not permitted. All alcohol will be secured from the guests, including the applicant.
- 4) No more than one round of alcoholic beverages for toast purposes shall be provided to guests at any function.
- 5) In accordance with state statutes, no guest will be served alcoholic beverages who is under 21 years of age or who cannot provide acceptable proof of legal age.
- 6) No alcohol will be permitted at events where a significant number of underage guests will be present, where, in our opinion; circumstances might encourage violation of state alcohol statutes.
- 8) No guest who appears intoxicated, or nearly so, will be served alcoholic beverages. In addition, the server has the right to limit or suspend the service of alcohol if he/she determines that the comfort and safety of guests or property is in jeopardy.
- 9) The caterer/bartender shall be familiar with and observe any additional local or state statutes and regulations pertaining to the serving of alcoholic beverages at functions.
- 10) All alcohol shall be removed from the bar at least one hour prior to guests leaving the function. This alcohol will be secured from the guests, including the applicant.
- 11) A maximum limit of four consecutive hours is permitted for the service of alcohol, regardless of the length of the event.

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12) Alcohol is permitted only in the designated rental space.

■ ***Liability to Persons and Property***

1) MAS 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 MAS 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 MAS 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 shall agree to be responsible for, and reimburse MAS, for any loss or damage to the building, its contents, equipment or grounds caused by the applicant, guests, employees, or contractors. In specific, the applicant agrees to defend with counsel satisfactory to MAS and to pay, protect, indemnify and save harmless MAS from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys fees and expenses of MAS) 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 MAS 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 MAS 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 MAS premises by the applicant or any person claiming under the applicant, or the employees, agents, tenants, contractors, invitees, or visitors of the applicant or any such person, or resulting from the condition of MAS 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 MAS 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.

■ ***Notices***

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

Wachusett Meadow Wildlife Sanctuary
Massachusetts Audubon Society
113 Goodnow Road
Princeton, MA 01541

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

■ **Agreement**

I, the undersigned, have read the above Outdoor Private Function Rental Agreement and filled out the attached Rental 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

Agreement received by Wachusett Meadow:

Signature of Sanctuary Director

Date

■ **Notes**

Applicants may use the space below for notes or questions.