



### **Wellfleet Bay Wildlife Sanctuary**

P.O. Box 236, 291 State Highway Rte. 6 ▲ South Wellfleet, Massachusetts 02663  
tel 508.349.2615 ▲ fax 508.349.2632 ▲ email [wellfleet@massaudubon.org](mailto:wellfleet@massaudubon.org)

## **Facility Rental Information**

The Esther Underwood Johnson Nature Center at Wellfleet Bay Wildlife Sanctuary offers rental space on a limited basis. Set on 1100+ acres, it is an ideal place for meetings, retreats, or small social gatherings. Please read the following information carefully and contact Wellfleet Bay at [wellfleet@massaudubon.org](mailto:wellfleet@massaudubon.org) or 508-349-2615 to discuss your plans.

### ► **Facility Information**

The Center offers an assembly room seating 80 people, which can be subdivided into three smaller rooms seating 25 people each (2 rooms can be combined as well). There is also an outdoor pine grove adjacent to the assembly room. There are 80 chairs and 10–12 six-foot folding tables. Audiovisual equipment is available for an additional fee.

We reserve the right to refuse rentals at our discretion.

### ► **Membership**

Using Wellfleet Bay Wildlife Sanctuary for a wedding/reception is a privilege of Massachusetts Audubon Society (MAS) membership. An applicant who is not a Mass Audubon member and desires to rent the Wellfleet Bay facility for a wedding/reception must enroll as a family member (\$65) in Mass Audubon (separate check payable to Massachusetts Audubon Society).

### ► **Scheduling**

The Center is available from 8:30 AM to 10 PM. Set-up and clean-up must also take place within this time frame.

### ► **Rental Fees and Payment Schedule**

\$50/hr (8:30 AM–5 PM on days Nature Center is open)

\$100/hr (5–10 PM and 8:30 AM–5 PM on days Nature Center is closed)

\$25 for use of audiovisual equipment

(Non-profit groups receive a 25% discount on rental fees.)

An additional charge of \$150 per hour will be assessed if the rental exceeds the time requested on rental application.

For rentals outside normal operating hours there is an additional \$150 fee for a facility manager who will be present during the event to respond to facility needs or in the event of an emergency. In addition, the facility manager will also be responsible for disposing of trash and recyclables. We request that if food is being served at the event, a meal also be provided for the facility manager.

To reserve a date for a function, you must pay ½ the total fee. The payment of the balance must be made at least 15 days prior to the event. At the same time, separate checks are required for the security deposit of \$150 and, if after hours, the \$150 fee for a facility manager. If

renting for a wedding/reception and you are not a current Mass Audubon member please also include a separate check for the Mass Audubon membership fee of \$65.

The security deposit check will be returned within one week after the function provided that no damage has been done to the facilities or property, that the applicant abides by the musical noise limitations described below, that the Sanctuary is vacated at the agreed upon hour, and that the Sanctuary does not incur additional expenses as a result of the event.

► ***Cancellation Policy***

For cancellations up to 15 day in advance of the scheduled date, we will return the fee minus a \$25 processing fee. Cancellations less than 15 day in advance of an event result in the loss of the full rental fee. We cannot return membership fees.

► ***Music***

Music is limited to instruments without amplification. Taped music is allowed and disc jockeys may be used. The volume of the music must be kept at a reasonable level. The facility manager will determine if 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. The attaching of noisemakers to cars and the blowing of horns are also strictly forbidden.

► ***Food and Beverage Service***

The renter may serve food during the function but may not prepare food on site. A trash barrel with a plastic liner will be provided, as well as additional plastic trash bags. At the conclusion of the event all trash must be bagged and sealed.

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, 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 Facility Rental Manager's attention at Wellfleet Bay. The insurance program shall include the following:

- 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) Mass Audubon added as an additional insured on general liability and liquor liability insurance policies

An applicant should not assume that his/her caterer meets Mass Audubon insurance standards and should not contract with a caterer before the Sanctuary has approved the caterer's insurance program.

► ***Mass Audubon Alcohol Policy***

1. Cash bars or tip cups are not permitted. No alcohol shall be sold during the function.

2. Persons serving alcohol on Mass Audubon property must be covered by liquor liability insurance held by the caterer. Therefore, guests and the applicant shall not serve themselves.
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.
7. The applicant or guests shall not bring alcoholic beverages onto the premises, except for the purpose of supplying the bar.
8. No guest who appears intoxicated, or nearly so, will be served alcoholic beverages. In addition, Mass Audubon reserves the right to limit or suspend the service of alcohol where, in the opinion of Mass Audubon staff and the caterer, the comfort or safety of guests or property is in jeopardy.
9. The caterer 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 the 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. 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 shall agree to be responsible for, and reimburse Mass Audubon, for any loss or damage to the buildings, its contents, equipment or grounds caused by the applicant, 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 any 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.

► ***Other Rules and Regulations***

- The throwing or rice, flower petals, bird seed, or release of animals (e.g. birds, butterflies) or balloons is prohibited.
- Posting of any signs off the premises is prohibited.
- No smoking is allowed anywhere on the Sanctuary.
- No dogs or other pets are allowed on the Sanctuary.



Mass Audubon

Protecting the Nature of Massachusetts

Wellfleet Bay Wildlife Sanctuary

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RENTAL APPLICATION

Please complete and return this form along with your deposit. Thank you.
Rentals are not approved until we return a signed copy of this application to you.

Event Information

Type of Event:
Date of Event:
Time of Event (include set-up and clean-up): Start; End
Estimated Attendance:

Contact Information

Name: MAS member #:
Organization (if applicable):
Mailing Address:
City: State: Zip:
Phone: (day); (evening)
Cell Phone: E-mail:

Facility/Equipment Requested (Please check off your requirements.)

- Auditorium [50/hr. during normal operating hours; 100/hr. after hours]
Outdoor Pine Grove [50/hr. during normal operating hours; 100/hr. after hours]
Chairs (number needed) Tables (number needed)
Audiovisual Equipment (digital projector, laptop) [25]

Caterer Information (if applicable)

Name: Phone:
Address: E-mail address
City State Zip
Insurance Company:
Certificate of insurance listing Mass Audubon as additional insured received on

Rental fees: \$ (includes \$50 non-refundable deposit)
deposit of 1/2 \$ received on Balance: \$ due on
Separate checks received for: \$150 security deposit; \$150 facility manager

Rental approved: Date