

# TIN MOUNTAIN NATURE LEARNING CENTER

## LEASE AGREEMENT FOR WEDDINGS/WEDDING RECEPTIONS

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 \$200.00 (two 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 30 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.
3. PAYMENT: **LESSEE SHALL CONFIRM RESERVATION AND PAY ALL RENTAL FEES IN FULL THIRTY (30) DAYS PRIOR TO 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 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 neither set-up nor cleanup by Lessee.
6. SET-UP: 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. 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. No tacks, or nails.
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: 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.
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 \$200 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 11PM, nor should it be audible at the road after 10PM;** the Town of Albany has a noise

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, removing decorations and personal property and removal of trash and recycling. TMCC requires all RECYCLABLE materials (glass, plastic, aluminum, card board) from the event to be bagged separately and placed in a designated location for removal by Lessee. Please refrain from using Styrofoam and single use plastic water bottles.

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 and single use plastic water bottles.

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 (West Oxford Society Barn), 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, or at your paid agreed rental end time.**

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: \_\_\_\_\_

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

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

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