



### **RENTAL POLICIES**

The Environmental Nature Center's building, patio and grounds are available for rental to advance the interests of the Environmental Nature Center (ENC) through increased public support. All people using the facility must consider the physical impact on the property and abide by the policies outlined below. The ENC's Executive Director reserves the right to have final approval on all events and activities scheduled at the Center.

1. **Availability:** The Environmental Nature Center is a non-profit organization whose mission is to provide transformative experiences through connection with nature. Although the staff supervisor of the event will make every effort to assure privacy, there are inherent limitations. We cannot close any portion of the building or our trails during our open hours or alter our programming schedule to accommodate rentals. When not being used for programs, our facilities are available for rental for weddings, business meetings, corporate parties, family reunions, anniversaries, and similar events. Events not permitted include, but are not limited to, proms, teen dances, concerts, political events, or religious services.
2. **Hours:** The Environmental Nature Center is available for rent as designated by the agreement and the building must be vacated by time stated. ENC facilities are available until 10:00 P.M.
3. **Required Membership:** A membership contribution is required by the renter of the facility; this entitles the renter to full privileges of the Environmental Nature Center membership for a one-year period. This amount is non-refundable in the event of cancellation. Membership contributions range between \$200 and \$2,000 depending on the type of event requested.
4. **Requirements to Reserve Date:** The following are required before the rental is confirmed.
  - a. Signed ENC Facilities Rental Registration Form
  - b. Signed Permit, Release, and Indemnification Agreement (pg. 5)
  - c. Required non-refundable membership fee
  - d. Non-refundable reservation deposit of 20%
5. **Breach of Contract Deposit:** A Breach of Contract Deposit of \$500 is due four weeks prior to event date. A breach of contract could occur if any of the policies within this document – including the Zero Waste Policy – were not abided by, if the cleaning requirement was not met, or if damages were made to the facility as a result of the facility rental.

6. **Description of Facilities:** The ENC building contains a large outside patio and two classrooms that can be used separately or combined to create one large room.

**Patio:** Adjacent to the building is a large patio area that is approximately 1200 sq. ft. and has a capacity for 150 persons seated at tables. This scenic venue offers access to the inside kitchenette, the fire pit and the outside restrooms.

**Sycamore Room:** The smaller of the two classrooms, the Sycamore Room has access to the inside kitchenette, inside restrooms and can include use of the entire patio space. It is 920 sq. ft. and can legally occupy up to 114 persons.

**Oak Room:** The larger of the two classrooms, the Oak Room is 1020 sq. ft. and has a legal capacity of 131 persons. This room also has access to our kitchenette, indoor restrooms and patio area if needed.

When the classrooms are combined the total legal capacity is 245 persons.

Arrangements may be made to use the ENC grounds for specified purposes. Set up and take down of tables, chairs, umbrellas, etc. are the responsibility of the renter.

The kitchenette appliances include a refrigerator, freezer, microwave, and sink. It is the responsibility of the renter/caterer to assure that any additional refrigeration receptacles, food warmers or other necessary appliances are provided. The ENC requires the use of “green” cleaning products and will provide required materials for cleanup.

Parking is available in the ENC lot for up to 29 automobiles that include 23 regular spaces, 2 handicap, 2 fuel-efficient and 2 carpool. Also, there are two bus parking spaces. Additional parking is available on the street or for an additional fee special arrangements can be made with parking lots within close proximity (no guarantee of availability). The building and patio area are handicapped accessible however there is limited accessibility to the grounds for wheelchairs.

The ENC has a limited number of tables and chairs available to renters. If necessary, groups must provide additional chairs, tables, etc. through a commercial rental firm. All materials and placement must comply with the Fire Marshall’s rules and regulations. Set-up and take-down need to take place the day of the event. If additional time is needed, arrangements must be made in advance, and may require additional fees.

7. **Vendors and Caterers:** The Environmental Nature Center may suggest vendors or catering services. Caterers are required to provide, at least two weeks prior to the function, proof of liability insurance with a limit not less than \$1,000,000 per occurrence. The ENC shall be named as additionally insured on such insurance. All arrangements for catering services must be made directly between the renter and the caterer and the ENC accepts no responsibility for performance of caterers. A list of preferred vendors and caterers is available upon request. Deliveries and pickups must be arranged in advance with the ENC. Deliveries need to be conducted in a method which does not interfere with the programs or visitors of the ENC.
8. **Cleaning Requirement:** The renter/caterer must remove all trash, recyclables, and litter from the building immediately after the function and place such trash in the proper receptacle. It is the renter or caterers’ responsibility to clean the sections of the facility where

the rental occurred, including the kitchenette, before leaving (mop floors, clear counters, put furniture back in place). A cleaning fee will be deducted from the deposit if the facility is not returned to original cleanliness.

9. **Zero Waste Policy:** The renter or the caterer must provide re-useable china, flatware and glassware ONLY (no single use disposable plates, cups or utensils are allowed). Use of fabric linens (tablecloths and napkins) is also highly recommended (disposable tablecloths are not allowed). Please review our Zero Waste Policy at <https://encenter.org/zero-waste-policy>
10. **Use of Alcohol:** Alcoholic beverage may only be served/consumed when the ENC is closed to the public, “after hours”. The use of the ENC’s preferred bartending vendor is a requirement. If alcohol is to be “sold” during the function; a license from the California Department of Alcohol Beverage Control is required. Additional fees may apply. Alcohol “last call” will be announced and enforced one half hour prior to the end of any event.

Guests may be free to wander the ENC grounds; however no alcoholic beverages may leave the building and patio area.

11. **Smoking:** Smoking is not permitted on ENC property.
12. **Music:** The ENC reserves the right to control the volume of live or recorded music. Amplified sound is permitted only until 10 P.M. and must be contained within ENC property.

**13. Prohibited Items/Practices:**

No propane tanks (for heaters/cooking appliances).

No single use Styrofoam, plastic cups, plates, utensils, or disposable table coverings.

No articles in the building may be altered or removed without ENC Staff permission.

Balloons, confetti, and tiki torches are not environmentally friendly and cannot be used. Also prohibited are any open flame torches, luminaries, lanterns, sparklers or similar devices. Candles must be LED or battery style, no flame candles allowed.

The release of any live animal including doves, butterflies or similar wildlife is prohibited.

Decorations cannot be taped, stapled, or nailed into any part of the ENC’s facility.

**14. Acceptable Items/Practices:**

Tossing celebratory items (sterilized birdseed, bubbles or light colored flower petals) is acceptable. All items must be approved in advance. Any items which may stain floors or patios are prohibited.

The ENC will allow free standing decorations within the area rented. However, decorations must be approved in advance and must be removed upon departure. Decorations cannot be taped, stapled, or nailed into any part of the ENC’s facility.

The ENC Fire Pit is available for use with patio rentals provided it is maintained solely by ENC Staff. To protect against the potential spread of pathogens, no outside firewood may be brought in. Firewood will be provided by the ENC. Throwing of any objects into the fire, including trash, is prohibited.

15. **Supervision:** The renter is responsible for guests during the function. An ENC Staff Member will be present for security during the function and will also be available to assist with room preparation before and after the rental. Any guest under the age of 18 must be within line of site of an adult. The ENC is not responsible for lost, stolen or damaged personal property. This includes all rented materials (e. g. tents, tables, chairs, or any other materials rented for personal use).
16. **Insurance:** Renter and each vendor are required to provide, at least two weeks prior to the function, proof of liability insurance with a limit not less than 1,000,000 per occurrence. The enc shall be named as additionally insured on such insurance
17. **Charges:** Costs vary depending upon event requirements.
  - Membership Fee and non-refundable 20% deposit must be paid upon event booking.
  - \$500 refundable Breach of Contract Deposit is due four weeks prior to the event.
  - The final total payment is due 2 weeks prior to the event date.

If cancellation occurs less than three weeks prior to the event, only Breach of Contract Deposit will be refunded.

In the highly unlikely event that the ENC would find it necessary to cancel your event after a contract has been signed (i.e. in the event of inclement weather, a facility malfunction or unanticipated major repairs required) we will promptly attempt to reschedule your event or refund all fees paid to date.

The ENC offers a 10% discount to non-profit groups that embrace environmentally sustainable practices.

The ENC has 30 days to determine the condition of the facility and any cleaning fees/ damages incurred before returning your deposit. If damages or cleaning fees exceed customary charges for rentals (including additional time required for ENC Staff to clean up the kitchen, trash or other matter), the renter will be charged an additional fee at a rate of \$50 per hour or portion thereof which will be deducted from the Breach of Contract Deposit. The renter also agrees to pay any damages or cleaning fees which might exceed the Breach of Contract Deposit. The renter will be invoiced for additional fees, due within 30 days.

**PERMIT, RELEASE AND INDEMNIFICATION AGREEMENT**

Permission is hereby granted by Environmental Nature Center (ENC) to

\_\_\_\_\_ (Permittee) to use the ENC site for

\_\_\_\_\_

on \_\_\_\_\_, 20\_\_\_\_\_.

In consideration of the receipt of this permit, Permittee hereby releases ENC from all injury and any liability of any kind arising from Permittee's use and occupancy of the Environmental Nature Center grounds and agrees to indemnify and hold harmless ENC, and their directors, officers, agents or servants against any and all such liability.

In no event shall ENC be liable for any damage or injury to Permittee or any agent or employee of Permittee, or to any person coming upon the premises in connection with the Permittee's use and occupancy of the premises.

Permittee acknowledges that it shall reimburse ENC for any and all damage that occurs to ENC property as a result of the use and occupancy of the premises by Permittee, its agents or servants, or by any person coming upon the premises in connection with Permittee's use and occupancy of the premises.

Permittee agrees that the rights and obligations under the permit and this agreement shall inure to and be binding on its successors and assigns.

Permittee grants permission to the ENC and media to use photographs or videos of event for publicity, public relations and/or promotional materials.

\_\_\_\_\_  
Permittee

By: \_\_\_\_\_

Environmental Nature Center

By: \_\_\_\_\_