

## Terms and Conditions

The Thomas Irvine Dodge Nature Center (“DNC”) is delighted to welcome you (“Renter”) to our facility. Please read this agreement and the rental invoice carefully, as they contain important information regarding the scheduled event and facility policies.

Once read, please sign this document where indicated. If any changes need to be made, or if there are any questions, please contact Signe at [shushagen@dodgenaturecenter.org](mailto:shushagen@dodgenaturecenter.org) or 651.789.5232. Please note that your reservation cannot be confirmed without a signed copy of this agreement.

**Rental:** Weekday (Monday – Thursday) rental hours are between 6 a.m. – 11 p.m. Weekend rental hours are between 7 a.m. – midnight. All set-up and take-down must occur during reserved rental hours. All events must end at least half an hour prior to the rental end time to ensure adequate clean-up time. A fee of \$200 per hour will be incurred for staying past rental time or if extensive clean-up is required.

**Payments:** At the time of reservation, your rental payment is due. If your total rental payment is more than \$1000, you may choose to pay \$1000 down and the remaining balance one month prior to your rental. You can make your payment online via credit card through SmartRec’s secure payment portal. If you wish to pay by cash or check, you may do so by sending your payment to 365 Marie Avenue West in West St. Paul. Once payment has been received, your contract will be updated.

### **Cancellation Policy:**

- Cancellations made 270 days or more prior to the date of use will be refunded 100% of the total rate
- Cancellations made 150 – 269 days prior to the date of use will be charged 25% of the total rate
- Cancellations made 149 – 30 days prior to the date of use will be charged 50% of the total rate
- All cancellations made less than 30 days from the date of use are non-refundable
- No refunds will be given for reasons including but not limited to: weather conditions, condition of grounds, or forced cancellation due to failure to follow the terms and conditions described in this contract.
- A refund of fees will be given in the unlikely event that Dodge Nature Center is officially closed due to life-threatening weather, a declared state of emergency, unsafe environmental or health conditions, and/or interruption of utility services. In such an event, Renter agrees that DNC shall have no responsibility for anything Renter may suffer or incur due to such a cancellation.

**Damage Policy:** By signing this agreement and renting from DNC, Renter agrees to assume financial responsibility for any and all damage to the building, grounds, and any property owned by Dodge Nature Center caused by Renter or their guests during Renter’s event. The amount of said damages will be determined by DNC staff. A damage hold is required at the time of booking. If payment is made through the SmartRec payment portal, you are required to check the box to “Save card to this account, and allow Dodge Nature Center to charge this card for future agreed-upon purchases.” This will act as your damage hold, and you will be notified if a charge will be applied to your contract after your event. If you pay by cash or check, an additional check made out to Dodge Nature Center in the amount of \$500 will be required to be held for damages. If no damage, loss of property, or breach of contract occurs, and excessive cleaning is not necessary, no charges will be made against the hold. If damages, loss of property, or if excessive cleaning is necessary, a charge against the hold will be made. If the cost of damages exceeds the \$500 being held, the Renter will be invoiced for the cost of the damages. Any breach of contract will result in an automatic fine of \$500.

**Security:** DNC reserves the right to require Renter to hire a peace officer through the city of West St. Paul Police Department to be present for any on-site event. DNC will refer Renter to the appropriate West St. Paul contact to schedule this officer, but DNC is not responsible for making the arrangements. DNC has the sole discretion to determine if a peace officer is required for any events.

**Parking:** DNC is pleased to offer complimentary on-site parking to guests. There are 52 parking spots in the parking lot at 1701 Charlton Street, 30 parking spots in the Dodge Nature Preschool parking lot (evening and weekends only) at 1715 Charlton Street and 24 parking spots in the parking lot at 365 Marie Avenue West. Please be aware that all parking spots may not be available for your event. The parking lots are open for public use and DNC does not reserve parking. If you have a large number of guests additional parking may be available; please contact DNC to discuss your options. Guests and equipment may be dropped off in front of the Olivia Irvine Dodge Library and History Center and the Education Building, but no vehicles are allowed to park in front of these buildings due to fire codes. Any vehicles left unattended in front of the buildings will be subject to towing at the owners expense.

**Zero Waste Policy:** Dodge Nature Center is a Zero Waste facility. Recycling and Compost disposal bins will be provided to Renter for events. Instructions for proper sorting of waste will be posted and provided to Renters. It is Renters responsibility to ensure all event guests understand how to properly dispose of waste on-site. A landfill waste bin will also be provided for events to prevent waste stream contamination. Any recycling or compost waste stream contamination will result in a \$500 fine against the damage hold.

**Catering Guidelines:** Dodge Nature Center is a Zero Waste facility. Renters are strongly encouraged to use a caterer from DNC's recommended catering and restaurant list to ensure Zero Waste practices are adhered to, and to reduce the likelihood that fines will be incurred for waste stream contamination or excessive cleaning. Renters are allowed to bring in their own food or hire a food provider not on the recommended list, but all outside vendors must be approved in advance by DNC staff, and all food preparation and food service must adhere to Dodge's Zero Waste policies. All rentals include use of the kitchen, which is equipped with a commercial refrigerator, freezer, stove, and oven. Access to the kitchen is limited to rental hours. The Olivia Irvine Dodge Library and History Center is equipped with water access and coffee makers, but there is no kitchen space in this building. Renters using the Olivia Irvine Dodge Library and History Center will have access to the kitchen attached to the Aerie across a driveway. Renters are responsible for all linens, serving items and tableware items, and these items should be reusable whenever possible. DNC requires the use of zero waste catering practices, limiting the number of one-time use items consumed on site and reducing the amount of waste generated at events. The use of reusable/washable dinnerware, cutlery, and glassware, or compostable dishware is required for all events., self-catered or hired. Renters can request the use of washable dinnerware provided by DNC, with Renters responsible for the cleaning of these items at the end of their event. DNC is happy to provide Renters with a list of recommended caterers and suppliers.

**Alcohol Policy:** Alcohol usage is strictly prohibited on DNC property when students are present for educational programs (8 a.m. – 4 p.m. Monday - Friday). For any event where alcohol is being served DNC requires Renter to hire a caterer with the appropriate liquor license/permit and liability insurance, regardless of alcohol type or if it is an open bar, and licensing information must be submitted to Dodge prior to the event. Alcohol may not be consumed by anyone under the legal age of 21. Valid identification may be requested of any guest at any time during Renter's event. Food must be served in conjunction with alcohol. All alcohol service must end at least half an hour prior to the end of the event and no later than 11:00 p.m.

**Tobacco Use Policy:** Dodge Nature Center is a tobacco and smoke free environment. As an educational facility and nature center, it is imperative that no use of tobacco outside of ceremonial purposes – which requires approval in advance from DNC - occurs on Dodge premises as it is harmful for our animals and ecosystem, and against our standards as an educational center. All forms of tobacco use are strictly prohibited, including but not limited to cigarettes, cigars, e-cigarettes, vaporizers, etc. Renter will be fined for any damage and/or cleanup resulting from any tobacco use occurring during Renter's event.

**Other Vendors:** Renter is responsible to ensure all vendors follow the Terms and Conditions laid out in this contract. Deliveries and pick-ups must be made during the reservation period. If service roads/driveways are available, they are allowed to drive up and load or unload only. Due to fire codes, no vehicles are allowed to park in front of the Education Building or Olivia Irvine Dodge Library and History Center; all vehicles must park in designated parking lots or off-site. Vehicles are not allowed to drive on the grass, sidewalks, or patios. Early delivery and late pick-up will not be allowed. Any equipment delivered before the check-in time will be refused.

Any equipment left after the check-out time will be subject to being discarded and the Renter will be charged a fee. Dodge Nature Center will not store any equipment or decorations for rentals.

**Decorations and Environmental Policies:** To protect our animals, wildlife, and ecosystems, DNC does not allow balloons, glitter, confetti, rice, birdseed, fireworks (including sparklers), party poppers, etc. to be used on DNC grounds or inside DNC buildings. No open flames are allowed outside of buildings except for bonfires in the designated fire pit, which must be coordinated with DNC prior to the rental for an additional fee. Candles may be used inside DNC rental spaces, but they must be in a container in which the sides are higher than the wick. Glass containers are not allowed on DNC trails. No picking, collecting, or disturbing any plants, flowers, or wildlife is allowed. Renter is required to pick up any outdoor waste your party generates. All existing artwork, pictures, and decorations in the rental space must remain in place. Only blue painter's tape or masking tape may be used to affix anything to the walls of the rental space. Command hooks are allowed on molding only. All decorations must be set-up and removed during the reservation time frame, there are no exceptions.

**Site set-up, clean-up, and recycling:** Renter is responsible for all set up for your rental. The space rented will be empty, with the tables and chairs included with the space rented accessible for Renter to set up. At the end of the rental, Rental is required to return the space to the state it was in when they arrived, including cleaning tables and chairs that were used and putting them away, and cleaning all exterior spaces used during Renter's event. DNC will provide compost and recycling bins with instructions about what can go in them; please pay special attention to what can be placed in each bin. A landfill waste bin will also be provided to prevent waste stream contamination. Please see clean-up guidelines for more detailed information.

**Music/Amplification:** Amplified, recorded, or live music is allowed inside rental spaces at Dodge Nature Center, however DNC reserves the right determine appropriate volume levels and to adjust the volume levels at its discretion. Music amplification is allowed in the amphitheater during ceremonies, but Renter is responsible for providing a portable P.A. system. Electrical outlets are available at the amphitheater. Amplified music must cease at 10:00 p.m.

**Dogs, pets, and other animals:** Dodge Nature Center welcomes trained service dogs. For the safety and protection of Dodge staff, students, educational animals, and wildlife, pets are not allowed on Dodge Nature Center property.

**Conduct:** By holding an event at Dodge Nature Center, Renter agrees to take responsibility for all actions and conduct of all vendors and persons involved with Renter's event, ensuring they are in line with the terms and conditions laid out in this contract. This includes monitoring and supervising children attending the event at all times, keeping noise levels to a respectful level, and occupying only those spaces detailed on the rental invoice. If students are present at Dodge Nature Center during Renter's event, please ensure attendees stay away from student groups. Renter has access to the space they have rented as well as DNC public trails, but access to office space, classrooms, barns and pastures is prohibited. Do not feed or disturb the wildlife or farm animals. DNC is not liable for injury caused by the animals on the Premises. DNC reserved the right to void this contract and cancel any booked event if Renter is in violation of any of the terms and conditions laid out at any time.

**Waiver of Liability:** By signing this agreement and renting from DNC, Renter agrees to indemnify, hold harmless, and defend Dodge Nature Center and their employees and volunteers from all liability for loss, damage, or injury to any and all persons and/or property in any manner involved with your event, without limitation. All consequential damages, whether or not resulting from the negligence of Dodge Nature Center or their agents are the sole responsibility of Renter.

By signing below, Renter agrees to and understands all terms of this document. Renter is solely responsible for the entire balance of the rental as outlined in this rental document, and/or any associated cancellation fees. Any changes, revisions, or additions made to the terms and agreement must be agreed upon by both parties and confirmed in writing. Events will not proceed without returned signed rental contracts and fulfilled payment as outlined in the requirements above.

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Signature

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

\_\_\_\_\_  
Date