

## 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 initial and sign this document where indicated and return it via mail or as a PDF e-mail attachment. 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 7 a.m. – 11 p.m. Weekend and Holiday rental hours are between 8 a.m. – midnight. All set-up and take-down must occur during reserved rental hours. All events must end half an hour prior to the rental end time to ensure adequate clean-up time. A fee of \$100 per hour will be incurred for staying past rental time or if extensive clean-up is required.

**Payments:** At the time of reservation, a deposit of 50% of the total rental fee is due. Reservations will not be held until both the deposit and signed Terms and Conditions contract are received by DNC. Final payments are due 30 days prior to the event. Payments can be made by credit card, cash, or check. \_\_\_\_\_ (initial)

### 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.

\_\_\_\_\_ (initial)

**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 during Renter’s event. The amount of said damages will be determined by DNC staff. A damage hold of \$300 is required at the time of booking in the form of either a check or credit card number on file. If no damage, loss of property, or breach of contract occurs, and excessive cleaning is not necessary, no charges will be made against this hold. If damages, loss of property, or if excessive cleaning is necessary, a charge against this hold will be made. If the cost of damages exceeds the \$300 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. \_\_\_\_\_ (initial)

**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. For all events serving alcohol a West St. Paul peace officer is required to be present. 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 other events. \_\_\_\_\_ (initial)

**Parking:** DNC is pleased to offer complimentary on-site parking to guests. There are 50 parking spots in the parking lot at 1701 Charlton Street, 40 parking spots in the Dodge Nature Preschool parking lot 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 cannot

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. \_\_\_\_\_ (initial)

**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. One landfill waste bin will be provided for events to prevent waste stream contamination. All landfill waste generated by Renters must be hauled off site at the end of the event. Any recycling or compost waste stream contamination will result in a \$500 fine. \_\_\_\_\_ (initial)

**Catering Guidelines:** Dodge Nature Center is a Zero Waste facility. Renters are welcome to bring food or hire an outside catering service of their choosing, but all caterers must be approved in advance by DNC staff. Rental of the Aerie includes use of the kitchen, which is equipped with a residential-style refrigerator, stove, oven and microwave. The kitchen is equipped to meet a caterer's needs, but should you decide to provide your own food service the kitchen is not designed for cooking by rental parties. 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 in each room, 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. DNC requires the use of green 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 washable dinnerware, cutlery, glassware, linens, and linen napkins **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. Compostable dishware can be purchased through DNC. DNC is happy to provide Renters with a list of recommended caterers and suppliers. \_\_\_\_\_ (initial)

**Alcohol Policy:** Alcohol usage is strictly prohibited on DNC property when students are present for educational programs (8 am – 3:30 p.m. Monday - Friday). If alcohol is to be sold, a caterer with the appropriate liquor license/permit and liability insurance is required and must be submitted to DNC prior to the event. If alcoholic beverages are not being sold a license is not needed, but Renter is restricted to serving only wine, beer or champagne (absolutely no exceptions). A licensed bartender is required to serve any alcohol other than wine, beer or champagne. 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. DNC requires Renter to hire a peace officer through the City of West St. Paul Police Department to be on-site for all events if alcohol is being served, from the time alcohol service begins until the end of the 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. \_\_\_\_\_ (initial)

**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 occurs on our 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. \_\_\_\_\_ (initial)

**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. \_\_\_\_\_ (initial)

**Decorations and Signs:** No decorations are to be nailed, tacked, tapped, or affixed in any way to the facility, inside or outside, except with the materials DNC approves of (see decoration guidelines for more details). All existing decorations within the facility must remain in place; renters are allowed to cover existing decorations with free-standing or hanging decor of their own, but must use only materials provided or approved by DNC for hanging. Signs and banners must be approved and may not be tied, taped, or otherwise affixed to or across trees, signs, or other structures without approval. All decorations must be set-up and removed during the reservation time frame. There are no exceptions. If candles are used indoors, they must be in a container in which the sides are higher than the wick. For all other decoration questions, please refer to the decorations guidelines. \_\_\_\_\_ (initial)

**Site set-up, clean-up, and recycling:** Rental space will be set up in the configuration selected by Renter at the time of the reservation. Renter is responsible for cleaning of the site at the conclusion of the event including all indoor and exterior spaces used during the event, returning the rented space to the condition it was in at the time the rental commenced. 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; Renters are responsible for the removal of all landfill waste off of DNC property at the conclusion of the event. At the conclusion of the event, Renter is responsible for bringing their compostable and recyclable waste to the large collection bins located on site at 365 Marie Ave. West or hauling it away independently. Please see clean-up guidelines for more detailed information. \_\_\_\_\_ (initial)

**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. \_\_\_\_\_ (initial)

**Dogs, pets, and other animals:** Dodge Nature Center welcomes service animals; all other animals are not allowed. \_\_\_\_\_ (initial)

**Environmental Policies:** To protect our animals, wildlife, and ecosystems, DNC does not allow spraying for mosquitos. In addition, no balloons, glitter, confetti, rice, birdseed, fireworks (including sparklers), streamers, party poppers, etc. may be used on DNC grounds. No open flames are allowed outside of buildings except in designated fire rings tended to by DNC staff. Glass containers are not allowed on the trails. No picking, collecting or disturbing of any plants, wildflowers or wildlife is allowed. Renter is required to pick up any outdoor waste their party generates. Please pay special attention to what can be recycled and composted, and ensure your guests know how to sort their waste. \_\_\_\_\_ (initial)

**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 respectable 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. \_\_\_\_\_ (initial)

**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. \_\_\_\_\_ (initial)

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.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date