



Facility Rental Agreement

This agreement is by and between _____ (hereinafter referred to as Responsible Party/Host) and The Heard Natural Science Museum and Wildlife Sanctuary. By executing this agreement the Host requests the use of the building(s) located on the property owned by The Heard Natural Science Museum and Wildlife Sanctuary to conduct a specified event. By executing this Agreement, The Heard Natural Science Museum and Wildlife Sanctuary hereby accepts the Host's request for use of the specified building(s). Only the specified properties may be used by the Host without prior consent by The Heard Museum. Use of trails or outdoor facilities is not included in rentals.

By signing this agreement, the Host acknowledges receipt of and agrees to be bound by the Rules and Regulations which are attached hereto and incorporated herein (Exhibit "A"). The Host is responsible for informing guests and other representatives of the Host who intend to use the specified properties of the contents of the Rules and Regulations.

Please initial that you have read and understand the Rules and Regulations _____

Today's Date: _____

Location: SRC _____ Laughlin Hall _____ NPG _____ Amphitheater _____

Rental Description: _____

Host Name: _____

Street Address: _____

City: _____ **ST.** _____ **ZIP** _____

Email: _____

Phone: (home) _____ **(work)** _____

(cell) _____ **(other)** _____

Event Start Time: _____ **Event End Time:** _____

Event Date: _____

**Please note that Host may have up to one hour prior to event start time to set up for event.
Event End Time is when must leave premises with facility cleaned.
If the event end time is exceeded, the Host will be charged \$100 per 15 minutes increments.**

Notes/Special Request:

Facility Use Fee: _____ + **Security Deposit:** \$200 = **Total:** _____

Amount Due at Booking: _____ \$300
(Initial Rental Fee Deposit \$100 non-refundable + \$200 Security Deposit)

Balance Due: _____
(Due 90 days prior to event)

RULES AND REGULATIONS

The Heard Natural Science Museum and Wildlife Sanctuary rules and regulations will be strictly enforced. By signing the agreement contract, and initialing the rules and regulations, the responsible party (Host) acknowledges these rules and regulations have been read and understood.

1) Reservations and facility use fees:

A \$100 Event Deposit must be received at the time of booking to reserve the facility. The deposit will be credited toward the rental fee. The Event Deposit will **not** be returned to the Host if the event is canceled by the Host.

2) Security Deposit – Damages:

A Security Deposit of \$200 must accompany your signed contract and reservation. The “Host” and a Heard Museum representative will do a property inspection at the close of the event to note conditions. Any additional clean-up required may be done by the “Host” at that time, or a fee will be deducted from the Security Deposit for such work. **The “Host” is responsible for the removal of all trash accumulated during the event.** Any repair costs incurred by The Heard Museum by damage to the property including, but not exclusive of damages to buildings, grounds and carpets will be deducted from the Security Deposit. No rice, confetti, sprinkles, or glitter sprays may be used. If the damage repair is greater than the amount of the Security Deposit, the additional fees will be billed to the “Host”. Please allow at least 14 days after the event for the return of the Security Deposit. **By signing the contract and reservation form, the “Host” acknowledges responsibility for these additional charges.**

3) Cancellations:

Rentals cancelled more than 90 days prior to the reservation date will receive a refund of all payments made except for \$100 rental fee deposit which will not be refunded. Rentals cancelled 30 to 90 days prior to the event will forfeit the \$100 rental fee deposit and the \$200 security deposit but any rental fee payments above the \$100 will be refunded (total forfeiture will be \$300). Events cancelled less than 31 days prior to the rental date will receive no refund (forfeit \$100 rental fee deposit, \$200 security deposit, and 100% of rental fee).

4) No Warranty:

The Facilities are provided “AS IS”, “WHERE IS” and without warranty as to the suitability of the Facility for Renter’s intended use. Renter shall be responsible for the repair and/or replacement of the Facilities to the extent such repair or replacement is the result of Renter’s (or its agents, contractors, employees, invitees, or subcontractors) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. Renter shall deliver the Facilities to Heard in as good condition as when received by Renter, ordinary wear and tear excepted.

5) Indemnification:

Renter agrees that it shall indemnify, defend and hold harmless the Heard and its employees, officers, trustees, Board of Directors and Executive Director, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Renter's use of the Facility, including any acts or omissions of Renter, its agents, contractors, employees, invitees, servants or subcontractors. Renter shall provide Heard immediate notice of any injury or damage to persons or property in, to or around the Facility of which it is aware. Notice shall be provided to:

Sy Shahid
Executive Director
Heard Museum
One Nature Place
McKinney, Texas 75069

6) Right of Entry:

Heard, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

7) Care of premises:

The "Host" may not injure, mar, or in any manner deface the facilities, nor in any manner cause injuries, alterations, or defacement of the facilities. No nails, hooks, tacks, or screws may be driven into any part of the facilities, nor may any alterations of any kind be made by "Host" except by expressed prior written consent of The Heard Natural Science Museum and Wildlife Sanctuary. No flower petals or confetti may be scattered inside or outside at the Heard. The "Host", guests, florists, decorators, caterers, musicians, and photographers, etc. are all under the obligations of these rules and regulations. Facilities must be left in the condition in which they were found. **The "Host" is responsible for the removal of all trash accumulated during the event.**

8) Liabilities/Responsibilities:

The "Host" assumes responsibility for the character, acts and conduct of all persons admitted to the premises by consent of the "Host" or with the consent of the "Host's" employees, agents, or guests. The "Host" shall hold The Heard Natural Science Museum and Wildlife Sanctuary, its employees and volunteers harmless from any and all acts of negligence or wrongdoing by them and shall indemnify them for any claims or liabilities, attorneys fees and costs in defending such claim for damages, injury, or death to a person or persons or loss or damage to property occasioned by or in connection with the "Host's" use of the premises.

9) Alcoholic Beverages:

Only beer, wine, or champagne are permitted on the premises, **no** hard liquor is permitted with the exception of a premix margarita machine. The Heard Museum does not assume any liability for the serving of alcoholic beverages.

10) Smoking:

Smoking is prohibited in the buildings and on the Wildlife Sanctuary.

11) Advertising:

Any advertisement of an event in the media, must gain written approval from the Heard Museum Executive Director. The Heard does not solicit for the host/responsible party.

12) Event Time:

If the event runs past the time scheduled, the “Host” agrees to pay additional museum rental fees and staff fee on the day of the event.

13) Miscellaneous:

- A.** ENTIRE AGREEMENT; GOVERNING LAW: This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of Texas, without regard to its conflicts of laws provisions.
- B.** NO AMENDMENT: No amendment or modification to this Rental Agreement shall be binding upon Heard unless same is in writing.
- C.** LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.
- D.** NO ASSIGNMENT: This Agreement is for the sole benefit of the Renter and the Heard, and Renter may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

14) Informing Vendors:

It is the responsibility of the “Host” to see that all guests, florists, decorators, musicians, and photographers, etc. are informed of these policies.

15) Enforcement:

Renter shall be responsible for all costs, expenses and reasonable attorneys’ fees incurred by the Heard in enforcing this Agreement in the event Heard prevails in any such enforcement.

I, the undersigned, as Responsible Party, understand and agree to abide by the Rules and Regulations of The Heard Natural Science Museum and Wildlife Sanctuary.

This reservation is only final if and when the Agreement is completed by the Host, signed by both parties and the security deposit is received.

The Host	Date	Heard Museum Representative	Date
Finance Office Use Only:	Date	Session	By