



Special Event Rental Contract

This contract between _____ (contact person) (from now on “Client”) and Friends of Tracy Aviary (from now on “Tracy Aviary”) pertains to a function the Client will hold at Tracy Aviary on the date and the location specified below. This contract provides the reservation of function space for that event and establishes specific terms and conditions. The Client reserves, and Tracy Aviary accepts reservations for the following as outlined below.

Rental Venue

- Chase Mill – All Floors + Lawn
 Kea Lawn

Client Information

Primary Contact: _____ Phone: _____
 Address: _____ Email: _____

Secondary Contact: _____ Phone: _____
 Email: _____

Event Information

Day of Event (circle one): Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Event Date: _____ First Arrival Time: _____
 Type of Function: _____ Event Start Time: _____
 Organization: _____ Event End Time: _____
 Estimated Attendance: _____ Final Departure Time: _____

Pricing Information:

	Monday - Thursday Chase Mill 2 pm – 10 pm	Friday - Sunday 2 pm – 10 pm
April - October		
Chase Mill - All Floors, Lawn, Patio, Deck, and Amphitheater	\$2800	\$3200
November - March		
Chase Mill - All Floors, Lawn, Patio, Deck, and Amphitheater	\$2400	\$2800
Additional Fees		
Security Deposit Fee	\$600	\$600
Late Leave Penalty	\$250 per hour	\$250 per hour
Overnight Storage Penalty	\$300 per day	\$300 per day

	Tuesday - Thursday Kea Lawn	Friday - Sunday
June - August (5 pm – Dusk)		
Kea Lawn	\$1500	\$1900
April, May, Sept. (5 pm – Dusk)	Monday - Thursday	
Kea Lawn	\$1500	\$1900
Additional Fees		
Security Deposit Fee	\$600	\$600
Late Leave Penalty	\$250 per hour	\$250 per hour
Overnight Storage Penalty	\$300 per day	\$300 per day

Reservation of Space

Tracy Aviary is reserved for the times indicated only and is not booked on a 24-hour basis unless otherwise stated. Tracy Aviary reserves the right to reassign space if necessary. Pre-function setup time, as well as post-function teardown time, must be included in the contracted time. Reservation does not include tables or chairs unless paid for and arranged in advance; please see the attached sheet of add-ons available for setup options. The parties agree to the initial reservation and accept the following terms and conditions.

Payment Structure, Service Charges, and Security Deposit

Tracy Aviary requires a security deposit payment of \$600 upon booking the reservation. Tracy Aviary requires final payment three business days before a scheduled event, using a valid check or pre-authorized credit card. Tracy Aviary reserves the right to cancel the function if Client fails to comply with the payment schedule. Should there be a question regarding the bill, all undisputed charges must be paid within the terms stated above. Payment of any disputed charge is due within five (5) days after resolution.

Program Modifications, Cancellations, and Guarantees

Client's agreement to hold function(s) as specified above is a material consideration for which Tracy Aviary enters into this agreement. Should this event be canceled in its entirety, the ***Security Deposit will not be refunded*** by Tracy Aviary. Should this event be canceled in its entirety, ***within two weeks of the contracted date, full payment, including deposit and any other agreed-upon fees, will be due*** to Tracy Aviary. Client agrees to begin the function promptly, at the contracted time, and have its guests, invitees, or other agents vacate the reserved spaces as contracted. Client further agrees to reimburse Tracy Aviary for any wage payments, or other expenses, incurred by Client's failure to comply.

Force Majeure

Beyond any reasonable control, if acts of God or government authorities, natural disasters, or other emergencies make it illegal or impossible for such party to perform its obligations under this agreement, Client and/or Tracy Aviary may terminate the contract upon written notice without liability.

Rental Equipment and Storage of Materials

Client can contract any rental provider for this event. Any items rented from an outside vendor will be set up and taken down by the contracted rental company or by Client and must do so during contracted rental times. Tracy Aviary will not be held liable or responsible for damages or losses to rental equipment from outside rental agencies.

If the Client uses outside rental services, all rental equipment (tables, chairs, linens, etc.) must be removed from the event space before the agreed rental time. ***If Client, guests, or contracted rental equipment do not leave before the allotted time frame, a \$250 per hour fee will be added until vacated. Staff reserve the right to enforce vacancy after the rental window. Anyone refusing to leave by the allotted time may be subject to trespassing charges. If any equipment or items are left overnight, a storage penalty of \$300 per day will be charged, and items must be picked up between 9am and 10***

am the following day. Staff reserve the right to dispose of any items not picked up within 24 hours with no cost or liability to Tracy Aviary; Client will still be responsible for storage fees, even if items are discarded. Please check with your rental company to ensure the timing of equipment pick-up.

Theft and Damages

Client agrees to be responsible for any damages and/or theft to the premises, including its furniture, fixtures, equipment, and table accessories by their guests, invitees, employees, or other agents under the Client's control. Tracy Aviary will assume no financial responsibility for any damaged or stolen equipment, decoration, or personal properties. Client agrees to pay any damages to Tracy Aviary's property within two weeks (14 days), and Tracy Aviary does not assume any liability for items left on the premises by Client.

Liability

Client agrees to indemnify, defend, and hold Tracy Aviary harmless from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses, and other liabilities; including reasonable attorneys' fees arising out of or in any way related to your event, including claims for loss or damage to any property, or for injury to any individual.

Program and Behavior Policies

At its sole discretion, Tracy Aviary reserves the right to limit and control sound (noise level) and lighting for entertainment. Client is responsible for managing the behavior of their guests. Non-compliance to any part(s) of the Program and Behavior Policy may result in additional fees and penalties.

Please initial in each space below to indicate your agreement and understanding to ensure:

_____ Absolutely no smoking on Tracy Aviary grounds, including vapes and electronic cigarettes. Client is responsible for communicating the smoke-free policy to their guests. Guests found smoking on aviary grounds will be asked to leave upon first offense, and penalty charges of up to \$1000 may be posted to Client's account. All liability for any injury to any animal located at Tracy Aviary or for any damage to occur as a result of said violation shall be assumed by Client.

_____ No pets are allowed. Tracy Aviary must be notified of any Service Animals on grounds two days before the event. Guests found in violation will be asked to leave the grounds immediately and event may be terminated early at Client's expense. All liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

_____ No scooters, bicycles, or motorized vehicles are allowed. Food Trucks need approval. Guests found in violation will be asked to leave the grounds immediately and event may be terminated early at Client's expense. All liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

_____ No drones are allowed on or over Tracy Aviary Grounds. Guests found in violation will be asked to leave the grounds immediately and event may be terminated early at Client's expense. Violation may result in a fine of up to \$1000 posted to Client's account and all liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

Leftover ice must be disposed of in the kitchen sink, **not** the garden, amphitheater, or lawn. All leftover drinks must be dumped in sinks, not any other areas.

No sprinkles, rice, birdseed, confetti, loose beads, or fake flower petals. Real flower petals only. Violation may result in a fine of up to \$1000 posted to Client's account and all liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

No stakes or spikes of any kind on Chase Mill Lawn or Kea Lawn.

No food or beverage beyond the Chase Mill or Kea Lawn perimeters. (Unless previously approved by Tracy Aviary)

Children must be supervised by an adult at all times.

Anyone feeding, petting, yelling at, throwing things at, or near or disturbing the birds in any way will be escorted off aviary grounds. Violation may result in a fine of up to \$1000 posted to Client's account and all liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

No balloons (rubber or foil), glitter, plastic or metal streamers, plastic decor, or silly string, are allowed on Tracy Aviary grounds. Violation may result in a fine of up to \$1000 posted to Client's account and all liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

No open flames; only battery-operated candles are permitted. Violation may result in a fine of up to \$1000 posted to Client's account. All liability for any injury to any animal located at Tracy Aviary or for any damage to occur as a result of said violation shall be assumed by Client.

Decorations must be approved by Tracy Aviary at least 2 weeks prior to the event.

Decorations must be appropriately disposed of after the event.

Plants inside and around the Chase Mill will not be moved unless previously arranged. Client and/or guests may not touch or move these plants.

Public parking spaces in the parking lot adjacent to Tracy Aviary and other areas of Liberty Park are available to the public and visitors to Tracy Aviary. The parking lot and additional parking spaces in the park are owned and controlled by Salt Lake City Corporation and are not under the control of Tracy Aviary. Events and conditions in Liberty Park can limit the number of available parking spaces in the parking lot and other areas of Liberty Park. We regret this when it happens, but it is beyond our control.

If foul weather is forecast, Tracy Aviary reserves the right to move any setups or proceedings indoors as needed to ensure event success and safety. If lightning is forecast within 15 miles for any point on the day of the event, it is mandatory that the entire event be moved indoors for client and staff safety.

If Client does not meet with Tracy Aviary representative to develop an approved event layout at least one month prior to the event, and an approved weather plan at least two weeks prior to the event, Tracy Aviary reserves the right to assign Client the standardized or most popular layout(s)/plan(s) for their group size and type. Clients are responsible for contacting rentals@tracyaviary.org at least one month prior to their event to coordinate finalization of these details.

“Green” Policies and Practices

Tracy Aviary encourages Client, guests, and all event planners utilizing Tracy Aviary’s rental spaces to use environmentally friendly practices regarding their rental equipment, food preparation and serving, decorations, and more. The use of sustainable or reusable materials is strongly encouraged. Less paper and plastic waste make for a better environment for everyone.

Tracy Aviary Animal Welfare

The welfare of the birds under the care of Tracy Aviary is of the utmost priority. We are committed to the physical, social, and behavioral well-being of every bird under our supervision; to be successful in achieving this, a proactive and solution-based process has been developed to address all elements of animal welfare. One of these processes involves ensuring our events cater to the interest of our birds as well.

Music/Noise/Sounds

Decibels and high-frequency sound waves can cause welfare concerns with the birds at Tracy Aviary. Unnatural or uncommon sounds that are above the established decibel levels can cause physical and mental damage to the birds under our care. Additionally, there are times where sound levels might need to be reduced further past our established level due to sensitivities with birds that we notice during the event.

Please initial in each space below to indicate your agreement and understanding to ensure:

_____ Excessively loud music/noise/sounds are strictly prohibited as they could be harmful to our birds. To ensure birds are not stressed, volume must not go over 70-85db. During setup, we will use a decibel reader to indicate the appropriate level and check periodically throughout the event. Violation may result in early termination of event at Client’s expense. All liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

_____ Speakers and amplifier equipment must only be directed toward guests and cannot be directed towards exhibits. Violation may result in early termination of event at Client’s expense. All liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

_____ Added lighting cannot be directed skyward or towards exhibits. Violation may result in early termination of event at Client’s expense. All liability for any injury to any animal located at Tracy Aviary as a result of said violation shall be assumed by Client.

_____ Tracy Aviary Staff reserve the right to request lowering sound levels if they feel the birds are being negatively affected at any time during the event.

_____ Tracy Aviary Staff reserve the right to request lowering light levels or redirecting light sources if they feel the birds are being negatively affected at any time during the event.

Social Media/Photography

Tracy Aviary may take photographs before and during the event. The photos will be used for marketing purposes on our website and/or social media. In addition, if present, Client grants permission for Tracy Aviary to contact Client's photographer.

Yes, I consent No, I don't consent

Please provide their contact information below:

Name: _____ Phone: _____ E-mail: _____

Catering

Tracy Aviary allows catering, including self-catering, from any vendor. Please note that drop-off from your Caterer must happen within the specified rental time.

Alcohol

Alcohol will be present Alcohol will not be present

The serving of alcoholic beverages at private events is subject to approval by Tracy Aviary and is permitted only on a case-by-case basis. The serving of alcohol on Tracy Aviary grounds is subject to all the following terms and conditions. Violation may result in early and immediate termination of event at Client's expense. Client assumes all legal, financial, and other responsibility and liability related to alcohol services and compliance.

Whether or not alcohol will be served, please initial below to signify your compliance with the following terms and conditions.

_____ A certified, licensed, insured bartender employed by you, or your Caterer, must serve all alcoholic beverages served at your event.

_____ All alcohol service and consumption must comply with Utah state liquor laws. Excessive and underage drinking is strictly prohibited.

_____ Employees of Tracy Aviary may not have any contact with the alcoholic beverages served at your event unless arranged and paid for before the event.

_____ Alcohol may not be served during Tracy Aviary's regular business hours, which are 9 am to 5 pm. You may start after we are closed, and service must end at least 30 minutes before the end of your event.

_____ The Chase Mill, amphitheater, patio, deck, and Chase Mill Lawn are the only areas for service and alcohol consumption during your event. Unless renting the entire grounds, no open containers are allowed on the remaining Tracy Aviary property or within the outlying grounds of Liberty Park.

_____ If the Kea Lawn is being rented the service and consumption of alcohol must remain within the perimeters of the lawn. Unless renting the entire grounds, no open containers are allowed on the

remaining Tracy Aviary property or within the outlying grounds of Liberty Park.

_____ There may be no charge of any kind for alcoholic beverages served at the event. This includes both direct sales (at the bar) and indirect sales such as charging for drink tickets, charging an event cover, or selling tickets to the event. If alcohol is present, this must be a free to attend event with a free bar. You may require drink tickets to limit alcohol consumption, provided you do not charge for these drink tickets. You may also ask for voluntary donations from attendees, if these donations are completely independent from the bar, not required for attendance, and completely voluntary. These may include a “suggested donation” amount but may not include a minimum amount. Bartenders may accept voluntary tips.

_____ There may be no advertisement of any kind for any event at which alcohol will be present (this includes public social media posts). Event must be a private-invite only event.

_____ Tracy Aviary reserves the right (but shall not be obligated) to end alcohol service and/or your event at any time if we determine that any of the rules contained in this contract have not been completely and thoroughly complied with. Tracy Aviary may also take action if problems arise in connection with the serving of alcohol at the event.

_____ Client agrees to comply with, and to cause the Event to comply with, all the preceding provisions. In addition, Client and all associated parties agree to hold harmless, defend, and indemnify Tracy Aviary for any claims, injuries, causes of action, damages, or expenses whatsoever resulting from or arising out of the service or consumption of alcohol at the Event or any failure of the Event to comply with any of the provisions of this contract.

_____ This contract shall be interpreted and construed per the laws of the State of Utah, without application of any principles of choice of laws. In the event of any conflict, inconsistency, or discrepancy between the provisions of the Rental Contract and this addendum, the terms of this contract shall govern. If vendor is an entity, the individual who signs this addendum on behalf of the vendor represents and warrants that they are duly authorized to execute this addendum on behalf of vendor and that no other signature, act, or authorization is necessary to bind vendor to the provisions of this addendum.

By signing below, I signify that I have read and understand the terms and conditions stated in this contract.

Contact Person: _____ Date: _____
Renter / Authorized Company Representative / Event planner

Tracy Aviary Representative: _____ Date: _____

**Please scan or take pictures of the first seven pages of this application
and send to rentals@tracyaviary.org or via US Postal Service.**



Vendor Information

We will be discussing the details of your event including vendors, add-ons, and layout approximately a month before the event. Please provide the following information for each vendor that will be visiting the Chase Mill at Tracy Aviary during your event:

Type of Service: _____ Name of Vendor: _____
Email: _____ Phone: _____
Time of Arrival: _____ Time of Departure: _____

Type of Service: _____ Name of Vendor: _____
Email: _____ Phone: _____
Time of Arrival: _____ Time of Departure: _____

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Email: _____ Phone: _____
Time of Arrival: _____ Time of Departure: _____

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Time of Arrival: _____ Time of Departure: _____

Type of Service: _____ Name of Vendor: _____
Email: _____ Phone: _____
Time of Arrival: _____ Time of Departure: _____

Rental Add-Ons

If you intend to rent items from Tracy Aviary, please indicate in the spaces below the quantity of each item you would like under the “Quantity Requested” column. In the “Item Price” column, please complete the total cost for that item. We have also included our most common fees incurred. Other potential fees are outlined within the contract. **This form is due 30 days before the date of your event.** If this form is left blank, tables, chairs, or other furnishings will not be provided with your rental. You are also welcome to contract with an outside rental vendor for items such as these.

Rental Item	Item Description	Quantity Available	Rental Price	Quantity Requested	Item Price
Bird Visitor	30-minute informal meet and greet, one or two birds with their trainers. <i>Must Submit Separate Bird Visitor Request Form 1 Month Before Event Date. Bird Visitors Are Not Guaranteed and Only Charged if Approved.</i>	2	1 at \$100 2 at \$175		
Waste Disposal Service	Staff will empty your trash and recycling during and after your event. <i>Mandatory Cleaning Fee, Includes Waste Removal During Event and Standard Post-Event Cleaning . Extra Fees May Be Incurred if Excessive Cleaning is Needed Following the Event.</i>	1	\$150	1	\$150
Plant Removal from Windows	Staff will move the plants from the window ledges to an alternate location. <i>Plants may not be moved without this service.</i>	1	\$100		
Fruitwood Folding Chair	Fruitwood color, folding wood chair with beige padded seat	150	\$2		
60” Round Table (seats 8)	White polyethylene top, metal folding legs	10	\$3		
36” Cocktail Table	Wooden tabletop with a metal base	10	\$5		
8’ Banquet Table (seats 8)	White polyethylene top, metal folding legs	10	\$3		
6’ Banquet Table (seats 6)	White polyethylene top, metal folding legs	10	\$3		
5’ Folding Table	White polyethylene top, metal folding legs	1	\$3		
4’ Folding Table	White polyethylene top, metal folding legs	1	\$3		

8' Picnic Table	Wooden, metal legs	10	\$15		
50" Round Fire Pit	Black metal, 12" ring of counter space around a 20" propane fire pit	1	\$50		
Propane Heater	Outdoor propane heater, provided with propane tank	2	\$50		
Patio Umbrellas	9-foot diameter, offset base, collapsible, dark blue canopy	1	\$30		
Pop-up Tent	10x10 blue top pop-up tent with weights	7	\$50		
PA System	2 Standing speakers, soundboard, microphone, microphone stand	1	\$75		
Projector Screen	80" screen, free-standing	1	\$25		
Indoor Projector	HDMI, PC, S-Video, RCA connectors, with built-in audio	1	\$50		
Small Rolling Cart	24" height, metal, single shelf underneath top, silver legs	1	\$2		
Wood Easel	Natural wood, folding easel, table-top height only	6	\$2		
Black Easel	Black, wrought-iron folding easel	4	\$2		
Wedding Arch	Redwood brown arch 68x85 or metal rectangular arch	1 ea.	\$8		
Decorative Pillows	Colorful pillows for the amphitheater	75	\$2		
Beverage Dispenser	Hot or cold beverage dispenser cleaning fee <i>Charged per dispenser if Client fails to wash dispensary after use.</i>	2 Hot 4 Cold	\$8		
Beverage Dispenser	Hot or cold beverage dispenser replacement fee <i>Charged per dispenser if dispensar becomes damaged during Client's event.</i>	2 Hot 4 Cold	\$75 Hot \$25 Cold	TBD	TBD
Total for Add-On Rental Items					



Bird Visitor Request Form

The submission of this form in no way constitutes a guarantee by Tracy Aviary that every element of the request can be met. This form must be submitted *a minimum of 2 weeks before* the event; otherwise, it will be denied. The fee for a bird visitor is 100% refundable should we be unable to schedule an appearance at your event.

Contact Name: _____ Organization: _____

Phone: _____ Email: _____

Event Date: _____ Event Name: _____

Appearance Start Time: _____ Appearance End Time: _____

Location of Appearance

- Chase Mill – Top Floor Only
- Chase Mill – Main Floor
- Bird Feeder Café

- Chase Mill Lawn
- Tracy Aviary Education Space
- Tracy Aviary Grounds _____

Duration of Appearance

30-minute Bird Visitor – \$100

60-minute Bird Visitor, 2 birds – \$175

- Birds are subject to mood and disposition changes and cannot be forced to perform if they are unwilling.
- Our birds can only be handled by our trainers. Therefore, their appearance is subject to the availability of a trainer and the approval of the Curator of Bird Programs and Education.
- The precise length of the visit will be at the trainer's discretion, though efforts will be made to keep the birds at your event for the time requested.
- Birds may not be touched or handled by guests unless at the trainer's direction, and the trainer has the right to remove the birds from any situation they deem unsafe.

What is the type of event? (i.e., birthday party, fundraiser, wedding reception, etc.)

Will any special accommodations be needed for the group or individuals to help fully appreciate or understand the bird presentation (i.e., language barrier, special needs)? If yes, explain.

Will the bird presentation be incorporated into any other form of planned event presentation, speech, or ceremony? If yes, explain.

Will there be any items placed inside the Mill or out on the lawn that are different (i.e., band, projector screen, flags)?
If yes, explain.

Contact
Person: _____ Date: _____
Renter / Authorized Company Representative / Event planner

Please scan or take a picture of the bird request and send to rentals@tracyaviary.org or via US Postal Service.



Credit Card Authorization

By completing and signing this form, the cardholder authorizes Tracy Aviary to charge this card for any payments due; this includes, but is not limited to, registration fees, programs, deposits, balances due, and any fines incurred due to breach of contract.

Credit Card Information

Name on Card: _____ Billing Address: _____
Institution: _____ City: _____
Phone: _____ State: _____ Zip: _____
Email Address (for receipt) _____

Credit Card Type

MasterCard Visa American Express Other _____

Credit Card Information

Card Number	
Expiration Date	

I, the cardholder listed above, authorize Tracy Aviary to process this card for charges incurred for rentals, events, or other invoices as agreed to with Tracy Aviary representatives.

Signed: _____ **Date:** _____

Tracy Aviary is a 501(c)3 nonprofit, tax ID number 87-0514210. For your security, Tracy Aviary keeps credit card information on file for no longer than 1 year from the date of signing. Receipts for each transaction will be provided either physically or digitally; additional copies are available upon request.

Please help Tracy Aviary conserve resources by completing and signing this form digitally if possible.

Thank you!! 