

# Special Event Contract

This contract between \_\_\_\_\_ (contact person) (hereinafter "Client") and Friends of Tracy Aviary (hereinafter "Tracy Aviary") pertains to a function the Client will hold at Tracy Aviary the date and at the location specified below. This contract provides for the reservation of function space for that event, and establishes certain terms and conditions with respect thereto. The Client reserves, and Tracy Aviary accepts, reservations for the following as outlined below.

**Rental Venue**

- Chase Mill – All Floors + Lawn
- Chase Mill – Lawn Only
- Tracy Aviary Plaza
- Chase Mill – Lawn + Basement + Amph.
- Tracy Aviary Education Space
- Tracy Aviary Grounds

**Rental Rate**

- Hourly
- Full-day
- Other: \_\_\_\_\_

**Client Information**

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_  
 Organization: \_\_\_\_\_ City: \_\_\_\_\_  
 Primary/Secondary phone: \_\_\_\_\_ / \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 How did you hear about us? \_\_\_\_\_

**Event Information**

Event Date: \_\_\_\_\_ Event Name: \_\_\_\_\_  
 First Arrival Time: \_\_\_\_\_ Final Departure Time: \_\_\_\_\_  
 Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_  
 Type of Function: \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_  
 Outside Rentals?  Yes  No If Yes:  Diamond Rental  Other: \_\_\_\_\_  
 Rentals Arrival Time/Date: \_\_\_\_\_ Rentals Departure Time/Date: \_\_\_\_\_

**Discounts**

Tracy Aviary Membership (-10%): \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Member discounts available for Tracy Aviary members at a Family level or greater.  
 Other - Amount: \_\_\_\_\_ Reason: \_\_\_\_\_

**Alcoholic Beverages** (allowed only after 5 pm; service must end at least 30 minutes prior to end of event)

- Alcohol will be present at my event
- Alcohol will not be present at my event

Alcohol Service Provided By: \_\_\_\_\_  
 Alcohol Served from (time): \_\_\_\_\_ to: \_\_\_\_\_

**Below is for Internal Use Only**

<b>Rental Subtotal:</b> _____		
<b>Add-on Items Total:</b> _____	<b>Rental Total:</b> _____	
Bird Visitor?	BV Submitted Date	Confirmed Date
Deposit Due Date	Deposit Paid Date	Amount, Method
Balance Due Date	Balance Paid Date	Amount, Method
Floorplan Due Date	FP Submitted Date	FP to Facilities Date
Contract Due Date		RE code

## Special Event Contract, continued

	SUNDAY — THURSDAY 2 hour minimum, 9 am — 12 am		FRIDAY & SATURDAY 3 hour minimum, 9 am — 12 am	
	hourly	full-day	hourly	full-day
May — September				
All Floors & Lawn	\$250/hr	\$2000 flat	\$300/hr	\$2200 flat
Basement, Amph. & Lawn	\$150/hr	\$1500 flat	N/A	N/A
October — April				
All Floors & Lawn	\$200/hr	\$1800 flat	\$250/hr	\$2000 flat
Basement, Amph. & Lawn	\$150/hr	\$1500 flat	N/A	N/A
Alternate Locations				
Education Space	\$100/hr	N/A	\$100/hr	N/A
Entrance Plaza (tabling)	N/A	\$100 flat	N/A	\$100 flat
Tracy Aviary Grounds	N/A	\$4000 flat	N/A	\$4000 flat

\* Nonprofit organizations receive a 25% discount on rental fees

\* Government and University of Utah affiliates receive a 50% discount on rental fees

### Reservation of Space

Space is reserved for the times indicated only and is not reserved on a 24-hour basis unless otherwise stated. Tracy Aviary reserves the right to reassign space if necessary. Pre-function set-up 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 attached sheet of add-ons available for seating options and more. The parties agree that the foregoing reservations are made and accepted to the following terms and conditions.

### Payment Structure, Service Charges, and Deposit

Tracy Aviary requires a non-refundable deposit payment of \$400 upon booking the reservation. Two weeks (14 days) before a scheduled event, Tracy Aviary requires final payment in the form of 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, payment of all undisputed charges is required 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 cancelled in its entirety **Deposit payments will not be refunded** by Tracy Aviary. Should this event be cancelled in its entirety, **within 1 week of the contracted date, full payment including deposit and any other agreed-upon fees will not be refunded** by Tracy Aviary. Client agrees to begin the function promptly, at the contracted time, and agrees to 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.

### 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 his/her guests, invitees, employees, or other agents under the client's control or assigns. Tracy Aviary will assume no financial responsibility for any damaged or stolen equipment, decoration, or personal properties. Damages must be paid for within two weeks (14 days). Tracy Aviary does not assume any liability for items left on the premises by the client.

### Catering

At this time Tracy Aviary allows catering, including self-catering, from any vendor. We do not have a list of required or preferred caterers, though many local restaurants are familiar with our facilities. Please note that drop-offs from your caterer must happen within the specified rental time.

### Program and Behavior Policies

Tracy Aviary reserves the right to limit and control sound (to include noise level) and lighting, with respect to entertainment, at its sole discretion. Client is responsible for managing the behavior of their guests. Non-compliance to the Program and Behavior Policy will result in an additional \$500.00 fee.

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

- \_\_\_\_\_ No smoking
- \_\_\_\_\_ No pets allowed, Tracy Aviary will be notified of any Service Animals on grounds
- \_\_\_\_\_ No scooters, bicycles, or motorized vehicles are allowed
- \_\_\_\_\_ Leftover Ice will be disposed of in kitchen sink, not the garden or lawn
- \_\_\_\_\_ Do not feed birds anything other than Tracy Aviary's waterfowl pellets
- \_\_\_\_\_ No food or beverage beyond the Mill lawn/patio (unless renting entire grounds)
- \_\_\_\_\_ Children will be supervised at all times
- \_\_\_\_\_ No balloons, glitter, or silly-string allowed on the premises
- \_\_\_\_\_ No open flames allowed indoors
- \_\_\_\_\_ Decorations must be properly disposed of after event
- \_\_\_\_\_ Plants inside and around the Chase Mill will not be moved
- \_\_\_\_\_ Floorplans, payments, and all required documentation will be complete by the date listed on Page 1 of this contract

### "Green" Policies and Practices

Tracy Aviary encourages Client, guests, and all event planners utilizing Tracy Aviary's rental spaces to use environmentally friendly practices with regard to 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 makes for a better environment for everyone.

### Rental Equipment and Storage of Materials:

Tracy Aviary recommends Diamond Rental as a preferred outside rental vendor. Client is not required to use Diamond Rental as a vendor for their event, and is able to contract with 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. Tracy Aviary will not be held liable or responsible for damages or losses to rental equipment from outside rental agencies.

If Client uses the services of outside rental agencies, all rental equipment (tables, chairs, linens, etc.) must be removed from the event space and stored between the gates at the North Service Gate prior to the end of contracted rental time. **Client and all contracted rental equipment will be vacated from the event space by the above stated departure time or an additional \$250 storage fee may be assessed.** Rented equipment which is stored overnight between the gates at the North Service gate must be picked up by the contracted company at 9 am the following morning. **Please check with your rental company to ensure timing of equipment pick-up.**

# Special Event Contract, continued

## Alcohol

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 of the following terms and conditions. If alcohol will be served at your event, please initial below to signify your compliance with the following terms and conditions.

- \_\_\_\_\_ A certified, licensed 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 and may not serve any alcoholic beverages to any guest of your event.
- \_\_\_\_\_ Alcohol may not be served during Tracy Aviary's regular business hours, 9 am to 5 pm. Alcohol service must end at least 30 minutes prior to the end of your event.
- \_\_\_\_\_ Only the Chase Mill, its amphitheater and adjacent patio, the Chase Mill lawn, the Education Space, the South American Pavilion, and the Visitors Center Plaza may be used for service and consumption of alcohol during your Event. No open containers are allowed on the remaining Tracy Aviary grounds or within the outlying grounds of Liberty Park.
- \_\_\_\_\_ There may be no charge of any kind for alcoholic beverages served at the 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 fully complied with, or if Tracy Aviary determines that any problems are arising in connection with the serving of alcohol at the event.
- \_\_\_\_\_ You agree to comply with, and to cause the Event to comply with, all of the foregoing provisions. In addition, you 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 in accordance with 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 Renter is an entity, the individual who signs this Addendum on behalf of Renter represents and warrants that he/she is duly authorized to execute this Addendum on behalf of Renter and that no other signature, act or authorization is necessary to bind Renter to the provisions of this Addendum.

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

Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Company Representative

Tracy Aviary Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax this application with appropriate signature to 801-596-7325, send via email to [info@tracyaviary.org](mailto:info@tracyaviary.org), or send via mail to Tracy Aviary, 589 East 1300 South, Salt Lake City, UT 84105.

Events & Rentals at



589 East 1300 South Salt Lake City, Utah 84105 801-596-8500 [www.tracyaviary.org](http://www.tracyaviary.org)

## Rental Add-ons for the Chase Mill and More

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 “Qty Requested” column. In the “Item Price” column, please complete the total cost for that item. **This form is due 14 days before the date of your event.** If this form is left blank, no tables, chairs, or other furnishings will be provided with your rental. You are also welcome to contract with an outside rental vendor for items such as these. Diamond Rental is Tracy Aviary’s recommended outside rental vendor, but you are welcome to contract with whichever vendor best suits your event.

Rental Item	Item Description	Qty Available	Rental Price	Qty Requested	Item Price
<b>Bird Visitor</b>	30-minute informal meet and greet, one or two trainers with birds. <i>Must complete and submit attached Bird Visitor Request Form.</i>	2	1 at \$100 2 at \$175		
<b>Gift Shop</b>	Tracy Aviary's gift shop will be open for your guests to browse and make purchases	1	\$10/hr		
<b>Waste disposal service</b>	Our staff will empty your trash and recycling after your event ends. <i>Client is responsible for all waste disposal without this service.</i>	1	\$50		
<b>Empty Window Bays</b>	Our staff will move the plants in the Chase Mill window bays to an alternate location. <i>Plants may not be moved without this service.</i>	1	\$100		
<b>Brown folding chairs</b>	Brown polyethylene seat and back, brown metal legs, folding	100	\$1		
<b>60" round table (seats 8)</b>	White polyethylene top, metal legs, folding	8	\$3		
<b>36" cocktail table</b>	Wood and metal. <i>Floorplan must specify 30" or 42" height for each table used.</i>	5	\$5		
<b>8' banquet table</b>	White polyethylene top, metal legs, folding	8	\$3		
<b>6' banquet table</b>	White polyethylene top, metal legs, folding	4	\$3		
<b>5' folding table</b>	White polyethylene top, metal legs, folding	1	\$3		
<b>4' banquet table</b>	White polyethylene top, 24" or 30" top	2	\$3		
<b>6' bar top table</b>	50" total height, black painted wood, metal legs, 2 pieces	1	\$3		
<b>1/2-Round table</b>	8' length, wood laminate top, metal legs, folding	1	\$3		
<b>8' Picnic table</b>	Wooden, metal legs	12	\$10		

<b>6' Black iron bench</b>	Black-painted iron slatted bench with back rest, 2 included	4	\$8		
<b>Extra garbage can</b>	Rectangular black polyethylene can. 2 round black 24" diameter polyethylene cans included in rental.	2	\$3		
<b>Extra recycling can</b>	Round blue 24" diameter polyethylene can. 2 included in rental.	2	\$3		
<b>Extra glass recycling can</b>	Round black or grey 24" diameter polyethylene can. 2 included in rental.	1	\$3		
<b>Multipurpose waste cans</b>	Round black or grey 24" diameter polyethylene cans on removable wheel pedestals. For garbage, recycling, glass recycling, or green waste. <i>Waste must be separated into designated cans.</i>	4	\$4		
<b>Extra city garbage bins</b>	Large rolling city bins stationed between the NE Service Gates	5	\$3		
<b>Extra city recycling bins</b>	Large rolling city bins stationed between the NE Service Gates	5	\$3		
<b>50" counter-height fire pit</b>	Black metal, 12" ring of counter space around a 20" propane fire pit	1	\$50		
<b>Propane BBQ Grill</b>	Silver, features side burner and two levels of grilling surface	1	\$60		
<b>Patio Umbrellas</b>	9-foot diameter, offset base, collapsible, dark blue canopy	2	\$25		
<b>Projector Screen</b>	3' by 5', free-standing	1	\$25		
<b>BenQ Projector</b>	HDMI, PC, S-Video, RCA connectors, with built-in audio	1	\$50		
<b>Small rolling projector cart</b>	24" height, brown metal, single shelf underneath top, silver legs, rolling	1	\$2		
<b>Easel</b>	Bronze folding easel, 60" height	1	\$2		
<b>Extension Cords</b>	Orange, red, or green, 100'	3	\$2		
<b>6-Outlet surge protector</b>	Off-white, 6 rotating outlets	2	\$1		
<b>Total for Add-On Rental Items</b>					

Events & Rentals at



589 East 1300 South Salt Lake City, Utah 84105 801-596-8500 [www.tracyaviary.org](http://www.tracyaviary.org)

# Bird Visitor Request Form

Contact Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Event Date: \_\_\_\_\_

Event Name: \_\_\_\_\_

Appearance Start Time: \_\_\_\_\_

Appearance End Time: \_\_\_\_\_

## Location of Appearance

- Chase Mill – Top Floor Only
- Chase Mill – Main Floor
- Tracy Aviary Visitors Center Plaza

- Chase Mill Lawn
- Tracy Aviary Education Space
- Tracy Aviary Grounds \_\_\_\_\_

## Type of Appearance

- 30-minute Bird Visitor – \$100
- 60-minute Bird Visitor, 2 birds – \$175
- Other \_\_\_\_\_

The submission of this form in no way constitutes a guarantee by Tracy Aviary that every element of the request can be met. Birds are subject to mood and disposition changes and cannot be forced to perform if they are unwilling. Likewise, our birds can only be handled by our trainers and 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 discretion of the trainer, though efforts will be made to keep the birds at your event for as long as they are comfortable. Birds may not be touched or handled by guests unless at the direction of the trainer, and the trainer has the right to remove the birds from any situation they deem unsafe. The fee for a bird visitor is 100% refundable should we be unable to schedule an appearance at your event.

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

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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.

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

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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.

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Contact Person: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Company Representative

Please fax this application with appropriate signature to 801-596-7325, send via email to [info@tracyaviary.org](mailto:info@tracyaviary.org), or send via mail to Tracy Aviary, 589 East 1300 South, Salt Lake City, UT 84105.

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# Credit Card Authorization

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

## Credit Card Information

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Institution: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Cardholder's Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City: \_\_\_\_\_

DL State, Number: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Credit Card Type

Mastercard     Visa     American Express     Other \_\_\_\_\_

## Credit Card Information

Card Number	
Expiration Date	
Security Code (CVV)	

I, the holder of the card 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 date of signing. Receipts for each transaction will be provided either in physical or digital form; additional copies are available upon request.

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