



3333 Butterfly Park Drive  
Mission, Texas 78572  
(956)583-5400  
[www.nationalbutterflycenter.org](http://www.nationalbutterflycenter.org)

## **Facility Rental Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the National Butterfly Center and \_\_\_\_\_.

**Lessee: (person responsible for signing the contract and payment)**

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

Business/Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

**It is the National Butterfly Center's policy to only accept event change requests from ONE Event Coordinator Contact Person, to prevent errors in communication.**

**Event Logistics:**

Event Date: \_\_\_\_\_ Rental area: \_\_\_\_\_

Purpose/Event: \_\_\_\_\_

Rental Time (Set-up to Departure): \_\_\_\_\_ #of Guests: \_\_\_\_\_

Arrival (guests arrive at the event): \_\_\_\_\_ a.m. /p.m.

Departure (guests leave the event): \_\_\_\_\_ a.m. /p.m.

## Facility Rental Contract Continued

Special needs/requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PAYMENTS** Payment in full is required with the return of this contract for events within 30 days from the agreed rental date. For events with dates more than 30 days from the date of the contract a deposit of 50 % of \$\_\_\_\_\_ is required with the return of this contract to confirm the event dates.

### **CANCELLATION:**

- A. After approval is given, the National Butterfly Center may terminate this Agreement (in its entirety or as to any time, date or rental area) in its sole discretion up-to one month prior to the rental date. After one month (30 days), the National Butterfly Center may terminate this Agreement only for good cause. Upon such termination, and absent any default by Lessee, all deposits shall be refunded to Lessee, less expenses incurred by the National Butterfly Center in preparation of the Facilities for Lessee prior to such termination; provided that if the termination is only partial, Lessee shall be entitled to only partial refund in an amount to be determined by the National Butterfly Center in its sole discretion.
- B. Lessee may terminate this Agreement at any time prior to seven (7) days in advance of the agreed rental date in which case Lessee shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the National Butterfly Center in preparation of the Facilities for Lessee and (ii) a cancellation fee of no less than 25% of the total facility rental fee.

**DEFAULT:** If Lessee shall at any time be in default under the terms of this Agreement, the National Butterfly Center shall have the right to terminate this Agreement forthwith, whereupon Lessee shall vacate the Facilities immediately, and Lessee shall have no right to receive any refund of any deposits or fees hereunder.

## Facility Rental Contract Continued

**CATERING AGREEMENT:** Lessee hereby agrees that it will require any third party that Lessee engages to provide catering or other services to enter into an Agreement with the National Butterfly Center regarding restrictions covered within this Rental Agreement at least seven (7) days prior to the agreed rental date.

Catering Service Provider Contact Information

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

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

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

## CATERING AGREEMENT POLICIES & GUIDELINES

The caterer must sign this “Policies & Guidelines” agreement which covers strict clean-up Rules after the event. Clean-up includes the removing and properly disposing of all garbage and uneaten food, sweeping, cleaning counters, and **leaving the venue as found** upon arrival, ready for the next caterer/Lessee.

Those that operate a well-managed event and follow all policies will remain on the “approved” caterers list. Caterers that do not follow guidelines will lose the ability to cater future events at the National Butterfly Center. The caterer must check with the agent, employee or staff assigned for the event at the National Butterfly Center **before leaving** to make sure clean up is done to the satisfaction of the National Butterfly Center. The caterer may not leave until after the conclusion of the event, and all clean-up has been addressed.

\_\_\_\_\_  
**CATERING SERVICE REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NBC REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

## Facility Rental Contract Continued

**USER RESTRICTIONS:** The following restrictions shall apply to the Lessee's use of the Facilities.

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Time for Lessee to set-up, tear down and remove equipment provided must be scheduled as part of the rental contract.
- B. Lessee shall have the use of the Facilities only for the purposes herein.
- C. Because the National Butterfly Center functions as a museum, exhibits will NOT be covered or removed for events.
- D. Lessee specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the National Butterfly Center's personal property therein, or the property of any third person which is on loan to the National Butterfly Center, caused by the acts of Lessee or Lessee's agents, service providers, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in an additional cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer's agreement is incorporated herein by reference.
- E. The National Butterfly Center reserves the right to disapprove any caterer providing food and/or drink at the Facilities.
- F. Smoking is strictly prohibited indoors at the National Butterfly Center, around the Palapa and Visitors' Pavilion, and within the existing gardens. Smoking will be allowed outside at the National Butterfly Center in the parking areas, only.
- G. Lessee shall indemnify and hold the National Butterfly Center harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with Lessee's use of the Facilities, provided the National Butterfly Center promptly notifies Lessee of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Lessee agrees to indemnify the National Butterfly Center and incurs all responsibility for actions, losses, damages, claims and liability resulting from the event.
- H. Lessee agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of their departments or bureaus, applicable to Lessee's use of the Facilities, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.

## Facility Rental Contract Continued

- I. Lessee will not sell or allow beer, wine, or any alcoholic beverages to be sold, given away or used upon said premises without the prior written consent of the National Butterfly Center Executive Director, and then only in accordance with the rules and regulations by the City of Mission and in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages under Chapter 31 of the Texas Alcoholic Beverage Code:  
*All Texas Alcoholic Beverage Commission (TABC) laws must be followed while on the premises. All alcohol must be served by a TABC Certified Server.*
- J. Lessee is responsible for the safety and good order of all equipment and other property owned by the National Butterfly Center and/or being displayed at the National Butterfly Center's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Lessee's agents or the attendants at Lessee's function whether or not invited.
- K. Children under 15 years of age are not permitted in the gift shop and galleries unless supervised by an adult.
- L. The National Butterfly Center reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the Lessee hereby waives any right or claim for damages against the National Butterfly Center or any of its employees, officers, or agents.
- M. The National Butterfly Center assumes no responsibility for equipment supplied by Lessee or another party. The National Butterfly Center reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.
- N. The National Butterfly Center reserves the right to review all copy and approve all forms of advertising or publicity in which the National Butterfly Center's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and Lessee agrees to indemnify and hold the National Butterfly Center harmless from and against any claims to the contrary.
- O. Lessee agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without obtaining permission from the Executive Director of the National Butterfly Center. The erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by the Lessee the National Butterfly Center retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
- P. All of the Lessee's property will be removed from the National Butterfly Center by Lessee at the termination of Lessee's use of the Facilities. If Lessee's property is not removed as provided herein, the National Butterfly Center will have the right to cause such property to be removed at the expense of the Lessee.

## Facility Rental Contract Continued

- Q. The parking areas north of the building and outside the west gate are to be used. No vehicles will be allowed to park anywhere else on the grounds of the National Butterfly Center, except for approved vehicles with agreement in advance, such as the caterer.
- R. Lessee shall comply with all rules and restrictions that may be prescribed by the National Butterfly Center for the purpose of maintaining the safety, care, good order and cleanliness of the National Butterfly Center's premises, equipment and property displayed thereon.
- S. Those matters not herein expressly provided for shall be decided by the National Butterfly Center and/or its representatives or agents and such decisions shall be binding upon the Lessee.

The parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Executive Director  
National Butterfly Center

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date