

CALIFORNIA ACADEMY OF SCIENCES RENTAL AGREEMENT

BASIC TERMS AND DEFINITIONS

RENTER:

[Click here and type renter] _____

CONFIRMATION DEADLINE:

[Click here and type confirmation deadline] _____

CONTACT:

[Click here and type contact] _____

DESCRIPTION OF EVENT:

[Click here and type description of event] _____

PHONE NUMBER:

[Click here and type phone number] _____

DATE OF EVENT:

[Click here and type date of event] _____

FAX NUMBER:

[Click here and type fax number] _____

TIME OF EVENT:

[Click here and type time of event] _____

ADDRESS:

[Click here and type address] _____

RESERVED AREA:

[Click here and type reserved area] _____

CITY, STATE AND ZIP CODE:

[Click here and type city/state/zip] _____

RENTAL FEE:

\$(Click here and type rental fee) _____

EMAIL ADDRESS:

[Click here and type email address] _____

50% RENTAL FEE DEPOSIT (NON-REFUNDABLE):

\$(Click here and type amount and due date) _____

CLIENT (IF DIFFERENT FROM RENTER):

[Click here and type name] _____

BALANCE OF RENTAL FEE:

\$(Click here and type amount and due date) _____

ESTIMATED NO. OF ATTENDEES:

[Click here and type number] _____

SECURITY DEPOSIT (REFUNDABLE):

\$(Click here and type amount and due date) _____

SERVICE FEE (BASED ON NO. OF ATTENDEES LISTED ABOVE):

\$(Click here and type service fee) _____

1 AV Technician Required for all events.
Basic AV fees are \$350.00 + depending on event needs.
Estimate will be sent after walk-through with AV/EE

By signing below, Renter confirms that Renter has read and agrees to the terms and conditions of this Rental Agreement (this "Agreement"), consisting of Paragraphs 1 through 15, the Insurance Requirements ("Insurance Requirements") attached hereto as Exhibit A, the Facility Rental Policies and Procedures ("Policies and Procedures") attached hereto as Exhibit B, and the Caterer and Vendor Rules and Procedures ("Caterer Rules") attached hereto as Exhibit C, including the Food Service Guidelines attached as Schedule 1 thereto. **Please note that Renter must also initial Paragraph 6 of this Agreement and sign the last page of the Policies and Procedures. In addition, if Client is different from Renter, by signing below, Client confirms that Client has read and agrees to the terms and conditions of this Agreement, the Policies and Procedures and the Caterer Rules. Please note that Client (if different from Renter) must initial Paragraph 6 of this Agreement and sign the last page of the Policies and Procedures.**

CALIFORNIA ACADEMY OF SCIENCES:

RENTER:

By:



Anne Rianda
Associate Director, Special Events
(415) 379-5497

(type or print name)

Date Signed: _____

Date Signed: _____

CLIENT (If different from Renter):

(type or print name)

Date Signed: _____

CALIFORNIA ACADEMY OF SCIENCES RENTAL AGREEMENT

The California Academy of Sciences ("Academy") is a California nonprofit public benefit corporation. The Academy's mission is to explore, explain and protect the natural world.

The party signing this Agreement as "Renter" is responsible for all sums owing to the Academy under this Agreement, and for compliance with all of the other terms and conditions of this Agreement. If the "Client" (the end-user) for the Event is different from Renter, Client must sign on page 1, initial Paragraph 6 below, and sign the last page of the Policies and Procedures.

Capitalized terms not otherwise defined herein shall have the meaning specified in the Basic Terms and Definitions ("Basic Terms") on page 1.

1. **Confirmation of Date of Event.** Reserved dates are not confirmed until the Academy gives written notice to Renter that the Academy has received (i) one (1) original of this Agreement signed by Renter and Client (if applicable), (ii) one (1) original of the Policies and Procedures signed by Renter and Client (if applicable) and (iii) the non-refundable Rental Fee Deposit specified in the Basic Terms. **If all of the foregoing are not received by the Academy on or before the Confirmation Deadline specified in the Basic Terms, the reservation shall automatically be cancelled.** The Academy reserves the right to reject requests for reservations and to approve all activities of Renter under this Agreement.

2. **Reserved Area.** Upon timely payment by Renter of all amounts due hereunder and Renter's and Client's compliance with all of their other obligations under this Agreement, the Academy grants Renter a license, subject to the terms and conditions contained herein, to use the Reserved Area in the Academy Building for the purpose of holding the Event described in the Basic Terms and for no other purpose.

3. **Payments.**

(a) **Rental Fee.** The Rental Fee for the Reserved Area is the amount specified in the Basic Terms.

(b) **Rental Fee Deposit.** A **non-refundable** Rental Fee Deposit in an amount equal to fifty percent (50%) of the Rental Fee, as specified in the Basic Terms, is due upon execution of this Agreement.

(c) **Balance of Rental Fee.** The fifty percent (50%) balance of the Rental Fee is due upon the earlier of (i) thirty (30) business days prior to the Date of Event or (ii) the date for payment specified in the Basic Terms. This Agreement will be cancelled if payment of the balance of the Rental Fee is not received when due.

(d) **Service Fee.** In addition to the Rental Fee, Renter agrees to pay the Academy a service fee ("Service Fee") for security, facility, and custodial services, equal to Five Dollars (\$5.00) per person attending the Event. At least fourteen (14) days prior to the Date of Event, Renter shall provide to the Academy written notice of the then current estimated number of attendees at the Event, together with payment of the Service Fee owing based upon the estimated attendance. If the actual number of attendees exceeds the estimate provided by Renter, the additional Service Fee shall be paid by Renter within ten (10) business days after receipt of invoice. If the actual number of attendees is less than the estimate provided by Renter, no refund shall be payable to Renter.

(e) **Security Deposit.** Renter agrees to pay by separate check a Security Deposit in the amount specified in the Basic Terms no later than the date for payment specified in the Basic Terms.

(f) **Failure to Vacate.** If the Reserved Area is not completely vacated and left in the same condition as upon delivery to Renter within one and one-half (1-1/2) hours after the scheduled ending time of the Event, Renter agrees to pay an additional fee of Seven Hundred Fifty Dollars (\$750.00) per hour for each additional hour or partial hour beyond the scheduled ending time.

4. **Rescheduling.** Subject to availability, Renter may reschedule an Event to another date no later than six (6) months after the original Date of Event, provided that Renter notifies the Academy of such request for re-scheduling at least sixty (60) days prior to the original Date of Event. If Renter so reschedules an Event, the Rental Fee Deposit will be applied to the rescheduled Event.

5. **Default by Renter.** If Renter fails to pay the Rental Fee, Service Fee, Security Deposit or other amount when due, fails to timely provide evidence of required insurance, or otherwise fails to perform any obligation of Renter under this Agreement, the Academy may terminate this Agreement and Renter's right to use the Reserved Area.

6. **Cancellation.** If the Academy terminates this Agreement for any reason other than the default of Renter or Client, the Academy shall refund the Rental Fee Deposit and any other fees paid by Renter within sixty (60) days after such cancellation. **If (i) Renter cancels the Event or is unable or unwilling to reschedule the Event as set forth in Paragraph 4 above or (ii) the Academy terminates this Agreement due to the default of Renter or Client, the Academy shall be entitled to retain the Rental Fee Deposit as liquidated damages.** The parties acknowledge that the actual damages the Academy would suffer in such circumstances are impracticable and extremely difficult to determine, and that the Rental Fee Deposit is a reasonable estimate of such damages.

Renter's Initials: _____

Client's Initials (if applicable): _____

7. **Application of Security Deposit.** If Renter or Client fails to pay any amount when due under this Agreement, or any Renter Party causes damage to the Academy Building or its exhibits, or causes harm to or endangers the live animals on exhibit, or Renter or Client otherwise defaults with respect to any provision of this Agreement, the Academy may apply or retain all or any portion of the Security Deposit for the payment of such delinquent amount, or to compensate the Academy for any loss or damage. The Academy shall not be required to keep the Security Deposit separate from its general account, and no trust relationship is created between the Academy and Renter with respect to the Security Deposit. If Renter and Client perform all of their obligations hereunder, the Security Deposit, or so much thereof as has not been applied by the Academy, shall be returned to Renter after the Event, without payment of interest.

8. **Academy Services.** The Rental Fee and Service Fee include the following services: (i) one special events coordinator to be present during the Event; (ii) one technician for engineering and electrical needs; (iii) security guards, guest services staff, and a staffed biologist, in accordance with the Academy's standard practices; and (iv) general custodial services. All additional services, equipment and personnel shall be paid for by Renter. Renter expressly agrees that the Academy may, in its sole discretion, determine that additional security is necessary or desirable in connection with the Event, in which case Renter shall reimburse the Academy for such security services within ten (10) days after receipt of invoice. Renter acknowledges that the Academy security staff are present to protect the Academy Building and its contents only. The Academy security staff has no duty to protect Renter Parties (as defined in Paragraph 13(a) below), or their property. Any security service hired by Renter must be approved in advance by the Academy.

9. **Condition of Reserved Area: Temporary Closure of Exhibits.**

(a) **Condition of Reserved Area.** Renter has had an opportunity to inspect the Reserved Area, and agrees to accept the Reserved Area in its existing "as is" condition, without representation or warranty of any kind by the Academy. The Academy reserves the right at any time and from time to time, to alter the Academy Building, including the Reserved Area, and Renter acknowledges that the Academy Building and the Reserved Area may be different on the Date of Event than on the date of Renter's inspection.

(b) **Temporary Closure of Exhibits.** Renter acknowledges that occasionally it is necessary or advisable to close exhibits in order to perform maintenance, repairs, or remodeling or to protect the safety, health or general well-being of plants and animals in the exhibits. If the Academy determines that such closure will occur during the Event, the Academy will promptly so notify Renter. Renter shall have no right to terminate this Agreement due to such closure, but in such case the Academy and Renter agree to work cooperatively to substitute other exhibit(s) for the closed exhibit(s).

10. **Compliance with Laws and Policies and Procedures.** Renter and Client shall be fully responsible for identifying and complying with, and causing all Renter Parties to comply with, all laws, ordinances and regulations relating to its use of the Reserved Area, including all fire department regulations, event permits, and licenses. In addition, Renter and Client each agrees to observe and comply with, and to cause all Renter Parties to observe and comply with, the Policies and Procedures.

11. **Approval of Material.** The content of any electronic or printed material referencing the Academy, including invitations, programs, promotional materials, signs, posters, and tickets, must be approved in advance by the Academy. Renter shall be entitled to use the Academy trademark, CALIFORNIA ACADEMY OF SCIENCES, including the Academy trademark logo, in print or electronic materials, solely for the purpose of referencing the Academy Building as the site of the Event. Renter shall not have the right to use any other Academy trademarks, or any photographs of the Academy or other copyrighted images of the Academy, without the prior written approval of the Academy.

12. **Insurance.** Renter, at Renter's expense, shall comply with the applicable Insurance Requirements specified in Exhibit A attached hereto. In addition, Renter shall cause each of its caterers and vendors for the Event to comply with the applicable Insurance Requirements specified in Exhibit A. **Renter acknowledges that failure to provide the Academy with satisfactory evidence of required insurance at least fourteen (14) days prior to the**

Date of Event may, in the Academy's sole discretion, result in termination of this Agreement or denial of Renter's ability to use the caterer or vendor failing to provide satisfactory evidence of required insurance.

13. **Certain Definitions; Waiver; Indemnification.**

(a) **Definitions.** For purposes of this Agreement, the term "Renter Parties" means Renter and Client (if applicable), their contractors, subcontractors, vendors, agents, invitees and guests, and the respective officers, directors, trustees and employees of any such persons. The term "Academy Parties" means the Academy, its contractors and agents, and the respective officers, directors, trustees, and employees of any such persons. The term "City Parties" means the City and County of San Francisco, including its Recreation and Parks Commission, and its commissioners, contractors, agents and employees.

(b) **Waiver of Claims.** To the maximum extent permitted by law, Renter and Client, each on its own behalf and on behalf of all Renter Parties, waives all claims against Academy Parties and City Parties arising out of, and assumes the risk of: (i) injury to or death of any person or (ii) loss of, injury or damage to, or destruction of any property in, on or about the Academy Building. In no event shall Academy Parties or City Parties be liable for any consequential or special damages suffered by Renter or Client.

(c) **Indemnity.** To the maximum extent permitted by law, Renter shall, at Renter's sole expense and with counsel reasonably acceptable to the Academy, indemnify, defend and hold harmless Academy Parties and City Parties from and against all claims, losses, costs, damage, expense (including reasonable attorneys' fees and costs), liabilities, actions, and causes of action of any kind, including any injury to or death of any person or loss of, injury or damage to, or destruction of any property, arising out of or relating directly or indirectly to: (i) the condition of the Reserved Area or the Academy Building in connection with the use by the Renter Parties, provided that Renter shall have no obligation to indemnify, defend and hold harmless Academy Parties and/or City Parties from any claims arising out of or relating to Academy's failure to maintain the Academy Building in compliance with all applicable laws; (ii) the use or manner of use of the Reserved Area by Renter Parties, including the service of alcoholic beverages; (iii) any act, omission, negligence, or fault of Renter Parties in, on or about the Reserved Area or the Academy Building; or (iv) the failure of Renter to comply with, or to cause Renter Parties to comply with, any applicable law, ordinance, regulation, license or permit, or any provision of this Agreement, including the Policies and Procedures.

(d) **General.** The foregoing waiver, indemnification and defense obligations shall survive the expiration or termination of this Agreement and shall apply regardless of the active or passive negligence of any Academy Parties or City Parties, but shall not apply to a particular Academy Party or City Party to the extent a claim was proximately caused by the gross negligence or willful misconduct of that Academy Party or City Party.

14. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile and sent during the normal business hours of the recipient, or if not, then on the next business day; (iii) upon the earlier of actual receipt (as evidenced by the return receipt) or five (5) calendar days after having been sent by certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Academy or Renter, as applicable, at the respective addresses specified in the Basic Terms or at such other address as either party may designate by written notice to the other party. The Academy shall not be required to give any notices to Client.

15. **Miscellaneous.**

(a) **Unenforceability.** If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent possible.

(b) **Attorneys' Fees.** If either party seeks to enforce its rights under this Agreement by legal proceedings or otherwise, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party, including without limitation, all reasonable attorneys' fees and costs.

(c) **No Oral Agreements; Amendment.** There are no oral agreements between the Academy and Renter relating to the subject matter hereof, and this Agreement supersedes and cancels all prior negotiations, correspondence and agreements, if any, whether oral or written. This Agreement may be amended only by a written agreement executed by the Academy and Renter.

(d) No Assignment. Renter shall not assign or transfer its rights under this Agreement without the prior written consent of the Academy, which consent may be withheld in the Academy's sole and absolute discretion.

(e) Authority. If Renter is a corporation, partnership, limited liability company, unincorporated association, or other entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity.

(f) Force Majeure. If it is illegal or impracticable for the Academy to provide the Reserved Area or services for the Event due to fire, earthquake, strike or other labor disturbances, threat to public safety, governmental restrictions, or other circumstances beyond the Academy's reasonable control, the Academy may terminate this Agreement without liability to Renter.

(g) Interest. Any amount not paid by Renter when due shall bear interest from the due date until paid at twelve percent (12%) per annum.

(h) Interpretation. This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party. The word "including" shall be deemed followed by the phrase "without limitation." Time is of the essence with respect to the performance of all of Renter's obligations under this Agreement. The remedies provided for in this Agreement are in addition to all other remedies available to the Academy at law or in equity.

(i) Governing Law: Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Each party stipulates and agrees that the State and Federal courts of the State of California shall have personal jurisdiction over each of them for the purpose of litigating any action or proceeding arising out of or in any way connected with this Agreement. Each party further stipulates that any action or proceeding arising out of or in any way connected with this Agreement shall be filed and litigated exclusively in the State and Federal courts located in the City and County of San Francisco. Each party hereby waives its right to assert the doctrine of forum non conveniens or to object to venue in the State and Federal courts of the City and County of San Francisco in any action or proceeding arising out of or in any way connected with this Agreement. The provisions of this Paragraph 15(i) shall survive the expiration or earlier termination of this Agreement.

(j) Exhibits. The following attached Exhibits are a part of this Agreement and are incorporated herein by this reference:

Exhibit A	Insurance Requirements
Exhibit B	Facility Rental Policies and Procedures
Exhibit C	Caterer and Vendor Rules and Procedures, including the Food Service Guidelines attached as Schedule 1

(k) Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto, is the entire agreement between the Academy and Renter with respect to the subject matter hereof.