

## EXHIBIT B

### CALIFORNIA ACADEMY OF SCIENCES SPECIAL EVENTS DEPARTMENT FACILITY RENTAL POLICIES AND PROCEDURES

These Facility Rental Policies and Procedures ("Policies and Procedures") are attached to and constitute part of the California Academy of Sciences Rental Agreement ("Rental Agreement").

#### **Mission Statement:**

The mission of the California Academy of Sciences ("Academy") is to explore, explain and protect the natural world.

#### **Facility Availability:**

The California Academy of Sciences Building ("Academy Building") is open to the public during the following hours:

**9:30 AM to 5:00 PM – Monday through Saturday**

**11:00 AM to 5:00 PM – Sunday**

- During these hours, the public has the right of way at all times, and must have unobstructed access to all exhibits, entryways, hallways, and exits.
- Daytime event hours are considered to be during public hours of operation as defined above. Not all event spaces are available during daytime hours.
- Evening event hours are considered to be hours when the Academy Building is closed to the public: after 5:00 PM daily. Events may conclude no later than 12:00 Midnight.
- Ticketed events will not be permitted. Adult events including minors may be allowed at the discretion of the Academy's Special Events Department ("SED").
- No set up is allowed on the public floor until permission is given by the Academy, approximately 10 minutes after closing time. Limited set up in prep areas is allowed after 3:00 PM by prior arrangement with the SED.
- The Academy does not own or operate the Concourse parking facility. Arrangements for valet parking may be made directly with the parking operator.

#### **Facility Capacity:**

- For fire and safety considerations, the maximum capacity for the main, second, and lower levels is 3,000 at a stand up reception (dependent upon the Academy's temporary exhibit installations).
- If maximum capacity of the Reserved Area is exceeded, the Academy reserves the right, in its sole discretion, to open additional spaces at an additional fee to Renter or to deny entry to guests.

#### **Reservations:**

If the entire Academy Building is not reserved, the Academy retains the right to book concurrent events in the non-reserved spaces. The Academy will make reasonable efforts to avoid conflicts when there is more than one group in the Academy Building at the same time.

### **Contracts and Payment Policies:**

Only those non-profits who have been qualified as Academy affiliates are entitled to a 15% reduction in rental fees. In order to receive non-profit rental rates, organizations must provide satisfactory evidence of 501(c)(3) status. The same payment schedule applies to non-profits.

### **Pre-Event Timetable:**

- At least fourteen (14) days prior to the Date of Event, Renter must provide the Academy with the floor plan of the event set-up and a list of the vendors (including any musicians, DJs and bands) to be used. Both the floor plan and vendor list must be approved by the Academy.
- At least fourteen (14) days prior to the Date of Event, Renter must provide the Academy with a list of any audiovisual or other electrical equipment desired for the Event. The use of all electrical equipment must be approved in advance by the Academy.
- At least fourteen (14) days prior to the Date of Event, Renter must provide evidence of all required insurance.
- At least fourteen (14) days prior to the Date of Event, Renter must provide the Academy with written notice of the estimated number of attendees, together with payment of the service fee based upon the estimated attendance (\$5.00 per person).

### **Caterers:**

- **Only Caterers approved by the Academy will be allowed to provide services. No exceptions will be made to this policy; please contact the SED for a list of approved caterers.**
- Renter and Client (if applicable) each agrees to comply with, and to cause its caterers, event planners, vendors and other Renter Parties (as defined in the Rental Agreement) to comply with, the Academy Caterer and Vendor Rules and Procedures, a copy of which is attached as Exhibit C to the Rental Agreement. Any agreement that Renter or Client (if applicable) enters into with any caterer, event planner or vendor must include a provision whereby the caterer, event planner or vendor is furnished with a copy of, and agrees to comply with, the Academy's Caterer and Vendor Rules and Procedures.
- Neither Renter nor Client may prepare its own food, or use volunteer help for food and/or beverage service.
- The Academy Building has a limited food preparation area and menus should be adjusted to take into consideration this limitation.

### **Vendors:**

Renter is encouraged to employ vendors who support the Academy's mission statement.

### **Fire Permits:**

Fire permits are required by the San Francisco Fire Department for any event where there will be open flame inside or outside the Academy Building, (including votive candles). It is the responsibility of Renter, in advance of the Event, to obtain any necessary fire permits and to furnish the Academy with copies thereof. These permits may also be obtained by the Renter's designer, caterer or planner. If the required permits are not obtained, or not complied with, the Academy will not be responsible for the cancellation of any Event by the Fire Department. If an Event is cancelled due to lack of, or failure to comply with, any permit, any portion of the Rental Fee that has been paid to the Academy for the Event will be retained by the Academy, and any remaining balance of the Rental Fee will remain payable, regardless of such cancellation. Renter agrees that any such failure to obtain or comply with necessary fire permits is the responsibility of the Renter and not the responsibility of the Academy, and Renter and its contractors and vendors will make no claim whatsoever against the Academy for any consequences that may result from the failure to obtain or comply with such permits.

**Alcohol:**

- The Academy strictly adheres to state and federal laws, rules and regulations relating to alcoholic beverages.
- Alcohol is not permitted in public areas prior to closing time.
- Alcohol may not be served to minors (anyone under 21 years of age) at any time.
- A licensed bartender is required.

**Smoking:**

Smoking is not permitted in or around the Academy Building at any time.

**Decorations:**

- Decorations must be approved by the SED prior to use at the Academy Building.
- Renter is encouraged to utilize décor that supports the Academy's mission statement by incorporating "green" sustainable principles into the decor.
- Material generated by the Event should be recycled or composted when possible and waste minimized.
- Renter may not attach signage or decorations to any walls, ceilings, dioramas, exhibit cases or any other Academy property, inside or outside the Academy Building.
- Exhibit cases, and other Academy property, may not be moved. Stanchions, collection boxes and any other Academy property will be moved, if necessary, by Academy staff.
- Balloons, fog machines, glitter and confetti are not permitted. Live animals may be permitted with the prior approval of the SED, in its sole discretion.

**Music:**

- Amplified music and loud instruments are not permitted in areas near those animals sensitive to such noise. Location of bands, DJs, etc., must be approved by the SED at least fourteen (14) days prior to the Event.
- Amplification for speeches is permitted.
- Non-amplified music is permitted.

**Equipment:**

- All equipment for the Event must be provided by Renter, the caterer, or other vendors.
- All items must be removed from the Academy Building immediately following the Event.
- The Academy is not responsible for any items left at the Academy Building.
- Renter and the caterer must provide their own dollies and carts.

**Deliveries:**

- The Academy will not accept deliveries prior to the Date of Event.
- The Academy staff will not assist in loading, unloading or carrying any items.

- Renter must coordinate any Date of Event deliveries with the caterer. Any such deliveries cannot be accepted prior to the caterer arriving on site for the Event.

**Clean Up:**

- Clean up and removal of trash, decorations, and all other items are the responsibility of Renter.
- An outside cleaning crew may not be hired. If assistance will be needed, prior arrangements should be made through the SED.

**Academy Staff:**

- A Special Events Coordinator from the SED will be present at the Event. The Coordinator is the main contact for Renter and Client. The Coordinator seeks to insure that all Academy policies are observed, and acts as liaison between Renter, Client, the event planner and caterer, and Academy staff. If the Academy receives conflicting information or instructions from Renter and Client, the Academy shall be entitled to rely upon the information or instructions from Renter.
- Renter and Client agree to comply with all instructions of the Academy staff while in the Reserved Area or elsewhere in the Academy Building.
- The SED is not responsible for planning or any other aspect of the Event, except as agreed to herein.

**Amendments:**

The Academy reserves the right to make additions or modifications to these Policies and Procedures, and Renter and Client agree to comply with all such additions and modifications upon receipt of written notice thereof.

**Agreement by Renter and Client:**

By signing below, Renter and Client (if different from Renter) each confirms that Renter or Client, as applicable, has read and agrees to observe and comply with, and cause the Renter Parties to observe and comply with, the foregoing Policies and Procedures.

**RENTER:**

**CLIENT (If different from Renter):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
(type or print name)

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_