



SPECIAL EVENT AGREEMENT:
SANTA MONICA PIER AQUARIUM RENTAL

Thank you for choosing the Santa Monica Pier Aquarium (“SMPA”) as a venue for your event. We look forward to working with you.

SMPA is run by Heal the Bay, a 501(c)(3) Non Profit Organization. As Heal the Bay’s marine education facility, we inspire understanding and conservation of the Santa Monica Bay and our watersheds through hands-on education, stewardship, and discovery.

SMPA is dedicated to maintaining the health and safety of the animals it displays and enters into this Agreement by between SMPA and _____ (“Client”) with these priorities in mind.

1. IDENTITY OF THE PARTIES: This agreement is entered into by and between Heal the Bay/SMPA and Client, listed above. Heal the Bay’s office is located at 1444 Ninth Street, Santa Monica, CA 90401. (310) 451-1500; Fax: (310) 496-1902.

SMPA is located at 1600 Ocean Front Walk, Santa Monica, CA 90401. (310) 393-6149; Fax: 310-393-4839.

Emergency contact: _____ Phone: _____

Client _____ is located at:

Phone: _____ Fax: _____

Contact person: _____ Position: _____

Phone: _____ E-mail: _____

Emergency Contact: _____ Phone: _____

2. EVENT DATE: The anticipated date for the event [“Event”] is: _____, which includes preparation and set up, and clean up/equipment removal.

3. EVENT DESCRIPTION: Please provide a description of the event to be held at SMPA, and if a group is involved, please list the group. Please list the estimated number of attendees for the event.

Event Description: _____

Group: _____

Estimated number of attendees:

4. IDENTITY OF LOCATION AND TERMS OF USE: Heal the Bay/SMPA hereby reserves and grants to Client, and Client accepts, a limited, revocable license to use SMPA facilities as set forth on this Agreement solely on the Event date(s) and during the Event hour(s) and subject to and in accordance with the terms and conditions set forth below and in the Additional Terms and Conditions attached as Exhibit A to this Agreement.

5. RIGHTS OF USE: Client shall have the right to use the rental area and may bring personnel, guests and equipment onto the property and remove same after completion of its use in accordance with the terms herein. Client may photograph, film, and use the name and likeness of SMPA in connection with the Event. However, animals at the facility shall not be depicted in a negative fashion.

6. RESTRICTIONS ON ACCESS: Dates and times must be scheduled thirty (30) days in advance with SMPA's Public Outreach Specialist, who may be reached at 310-393-6149, ext. 105. Changes to the initial dates and times set for production must be made not less than two weeks (14 days) before the commencement of production.

7. AQUARIUM HOURS: SMPA is closed to the public on Monday, and only SMPA staff is present on that day. SMPA runs educational programs in the mornings Monday through Friday and is open to the public in the afternoons on Tuesday through Friday. It hosts birthday parties in the mornings on Saturday and Sunday and is open to the public in the afternoons on the weekends.

8. LOCATION FEES: In consideration for the foregoing, Client shall pay Heal the Bay as follows:

- a. \$350 per hour from 8:00 a.m. to 6:00 p.m. weekdays; \$450 per hour from 8:00 a.m. to 6:00 p.m. weekends; \$600 per hour any evening from 6:00 p.m. to 9 p.m.
- b. Client will be charged for every 15 minutes beyond the prearranged time frame at an hourly rate of \$250.
- c. Damage Deposit: A refundable cash deposit, made payable to Heal the Bay, is required against damage to SMPA of:
 - _____ \$1000
 - _____ \$3000
 - _____ \$ _____

9. TERMS OF PAYMENT: A nonrefundable deposit of fifty (50) percent of the Location Fees is due upon signing this Agreement. The balance is due the day of the event. Cancellations made less than 48 hours in advance will be charged the full cost of reserving the Aquarium, as set forth in Section 9 above. Any overrun time shall be paid within 14 days of receipt of an invoice from Heal the Bay.

10. RESTORE LOCATION: The location shall be restored to its original condition within one (1) hour of the conclusion of Event, to the satisfaction of Heal the Bay and SMPA.

11. DAMAGE: Any and all damage to SMPA shall be repaired at the expense of Client. No wear and tear shall be allowed. The Damage Deposit listed above shall first be applied to any damage to SMPA caused or in any way related to the Event. Heal the Bay will invoice Client for the balance of the cost of repairs.

Client shall, within 14 days of receipt of an invoice from Heal the Bay/SMPA, reimburse Heal the Bay/SMPA for the costs of any repairs resulting from damage occurring from or in any way related to Event.

12. RESTRICTIONS ON USE: Subject to and including the Additional Terms and Conditions attached hereto as Exhibit A, the following restrictions apply:

- a. Client shall take all precautions and measures necessary to assure that the Event is confined at all times to the rental area agreed upon in this Agreement.
- b. If it becomes necessary to change, alter or rearrange any equipment on the property belonging to SMPA, Client shall return and restore said equipment to its original place and condition, or repair it, if necessary, at Client's sole expense within 24 hours of the conclusion of the event, to the satisfaction of Heal the Bay and SMPA.
- c. Aquarium animals may not be moved from one exhibit to another, and no outside animals may be brought onto the premises.
- d. No pyrotechnics, explosives, sound effects, strobes, motorized vehicles, or balloons permitted.
- e. The use of large reflectors and other lights is dependent on the animals involved and will be restricted as per the judgment of SMPA staff. The tanks and exhibits are acrylic and subject to melting from excessive heat. All lighting must be a safe distance from the exhibits to prevent melting.
- f. SMPA reserves the right to suspend or stop any activity associated with the Event that may endanger SMPA staff, marine life, volunteers, the public, and/or exhibits.
- g. Since there are live animals at the aquarium, SMPA requires Client to use best efforts and due care for the safety of the animal life support systems and the animals themselves.

13. SECURITY, CROWD/TRAFFIC CONTROL, FIRE SAFETY: At the sole discretion of Heal the Bay/SMPA or its designee, Client shall have one or more security personnel present on the premises during the Event, at Client's sole cost and expense. Client may be required to provide additional personnel designated for security, crowd control, and/or traffic control depending on the size and nature of the Event. The total number of security personnel or police

officers required will be determined by Heal the Bay/SMPA or its designee based on recommendations received by the police department. The fire department may also require the presence of firefighters and fire equipment during the Event, at Client's sole cost and expense. Client is responsible for providing a detailed traffic control plan and signage upon request.

14. NECESSARY AUTHORIZATION AND EXPERIENCE: Client represents and warrants to SMPA that Client has or will obtain prior to the Event all licenses, permits, and other rights and authority which may be required in connection with hosting the Event, and that Client has all the capabilities, authorizations, and experience needed to fully and adequately plan the Event and to fully and adequately supervise, monitor, and otherwise manage the Event and the service of food and beverages, including alcoholic beverages if applicable, at the Event in full compliance with all applicable laws and regulations and all terms and conditions of this Agreement.

15. INSURANCE: Prior to commencement of the Event, Client shall procure insurance coverage for the Event naming Heal the Bay/SMPA and its officers, employees, and volunteers as additional insureds, and shall keep this insurance in full force and effect for the duration of the Event. Said insurance shall protect the named insureds from and against any and all claims to persons and property arising from or in any way connected to the Event at issue.

Heal the Bay/SMPA shall be certificate holders of the insurance procured by Client for the Event at issue. At least 7 business days prior to set up or Event, Client will present Heal the Bay/SMPA with a certificate of insurance, establishing the insurance required herein, and verifying that Heal the Bay/SMPA is an additional insured. Each policy shall be endorsed to state that coverage shall not be canceled during the Event at SMPA, except after 30 days written notice by certified mail, return receipt requested, has been given to Heal the Bay/SMPA.

For any claims related to this project, the Client's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Heal the Bay or SMPA and its officers, officials, employees or volunteers shall be excess to the Client's insurance and shall not contribute to it.

The insurance policy/policies shall be written by an insurance company approved by the State of California and issued in accordance with the standards approved by the California Department of Insurance, with a level of insurance of A.M. Best's rating of not less than A:VII, and shall include, but not be limited to:

- a. Commercial General Liability Insurance, including Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with a combined minimum bodily injury (including death) and property damages limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
- b. Workers' Compensation Insurance with statutory limits; and
- c. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

16. INDEMNIFICATION: Client agrees to defend, indemnify, and hold harmless Heal the Bay/SMPA and each of its officers, agents, volunteers and employees against any and all claims, demands, lawsuits, causes of action, liabilities, injuries, damages, costs, and expenses (including attorneys' fees) that may arise out of or is in any way related to the Event at issue or constitute a part of Client's use of the premises, including any liabilities, claims, injuries or damages that arise from any act, omission, or misconduct of Client or its agents, guests, invitees, representatives, contractors, or employees, and including any claims made or costs incurred as a result of or in connection with the service or consumption of any alcoholic beverage at, or in any way related to the Event. Client agrees to discharge any and all settlements and/or awards, and /or judgments that may be rendered against Heal the Bay/SMPA in connection with any lawsuit, cause of action, or claim arising from or in any way related to Client's use of the premises.

18. DENIAL OR REVOCATION: SMPA may deny or revoke Client's rights under this Agreement if Client makes a false statement of material fact with regard to the Event or fails to comply with the terms set forth herein or engages in any activity in violation of this Agreement or in violation of other applicable law. SMPA may also revoke the rights granted to Client under this Agreement if the City of Santa Monica Police or Fire Department, City Manager, or other public official determines that the activity poses a serious threat to public health, safety, or welfare. If SMPA elects to deny or revoke Client rights under this Section, SMPA will notify Client by any two of the following: telephone, mail, facsimile transmission, or email. SMPA shall not be responsible for any loss sustained by Client if Client's rights are denied or revoked in accordance with the terms set forth in this Agreement.

19. NO RESPONSIBILITY FOR EQUIPMENT: Heal the Bay/SMPA has no responsibility for any equipment of Client. No Event equipment is to be left unattended at SMPA at any time.

20. POWER SUPPLY: If a power supply is needed for Client's equipment, Client will supply its own power.

21. DUE CARE IN WET ENVIRONMENT: Client is aware that SMPA is a wet environment, and as such, both slipping and potential electrocution hazards exist. Client will use due care at SMPA avoid any such risks.

22. NO WARRANTY: SMPA offers its facilities "as is," "where is," and without warranty as to the suitability of the premises for Client's intended use. Client shall be responsible for any damage to the facilities or premises to the extent that damage occurs or repair or replacement becomes necessary as a result of Client's conduct, misconduct, negligence, abuse, or breach of any of the terms and conditions of this Agreement.

23. LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall not be deemed to create any other relationship, such as landlord-tenant, principal-agent, master-servant, employer-employee, partner-joint venturer, etc.

24. NO ASSIGNMENT: This Agreement is for the sole benefit of the Client and SMPA, and neither party may assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this section shall be null and void.

25. MEDIATION: If there are future disputes regarding this Agreement or associated issues, the parties agree to first use mediation to attempt to settle them.

26. ENTIRE AGREEMENT: No prior or present agreements or representations shall be binding on the parties unless incorporated into this Agreement.

27. MODIFICATIONS: No modification or change in this Agreement shall be valid or binding unless it is made in writing and signed by all parties.

28. SEVERABILITY: In the event that any provision in this Agreement is held to be unenforceable, or against public policy, such holding shall not affect the remainder of the Agreement.

29. GOVERNING LAW: This Agreement shall be interpreted according to the laws of the State of California.

30. NOTICE: All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed given (1) when delivered personally to the recipient's address as stated this Agreement, or (2) three days after being deposited in the United States mail.

31. ACKNOWLEDGMENT: By signing below, the parties certify that the information provided above is correct and that the parties have read and understand and accept the terms and conditions contained in this Agreement.

The undersigned represents that he/she is empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures:

[Printed name and title] _____, date
on behalf of Client

Vicki Wawerchak, Director, Santa Monica Pier Aquarium

date

Exhibit A: Additional Terms and Conditions

1. The facility is available for parties or groups unaffiliated with SMPA provided that those associated with SMPA shall have priority in terms of scheduling.
2. The facility can accommodate up to 150 persons. Capacity is strictly observed.

3. Subject to all applicable laws and regulations, SMPA agrees to permit the service of alcoholic beverages at the Event on the following conditions:

- a. Client certifies that Client has obtained the necessary permit
- b. Client shall designate a person or persons to dispense alcoholic beverages to persons attending the Event. Each such person shall be over the age of 21 years old and shall be fully informed of (i) all applicable laws and regulations regarding the service and consumption of alcoholic beverages, and (ii) the conditions set forth in this Agreement as they relate to the service of alcoholic beverages and to Clients' Rights Of Use and Restrictions On Use.
- c. No person attending the Event may serve himself or herself an alcoholic beverage and no persons serving alcoholic beverages at the Event may consume an alcoholic beverage during the Event.
- d. Client shall take all measures necessary to ensure that (i) alcoholic beverages are not served to or consumed by any person under the age of 21 years old, (ii) alcoholic beverages are not served in excess, either to persons attending the Event as a whole or to any particular person, (iii) alcoholic beverages are not served to any person who appears intoxicated or incapacitated in any way, (iv) no accident, incident, injury, or disruption occurs at the Event or at SMPA in connection with the service or consumption of alcoholic beverages, and (v) no one who has consumed alcoholic beverages at the Event leaves the Event in a condition or under circumstances (including the operation of a motor vehicle) in which he or she may do harm to himself or herself or to another person or animal or to property.
- e. Service and consumption of alcoholic beverages shall cease promptly at the scheduled ending time of the Event.

4. Client acknowledges and agrees that SMPA shall have no obligations with respect to the Event or the service or consumption of any alcoholic beverages at the Event and hereby disclaims and waives any reliance on SMPA or any of its officers, agents, or employees in connection with the Event or the service or consumption of any alcoholic beverages at the Event. SMPA has no obligation to assist in the performance of Client's duties under applicable laws and regulations with regard to this Event and has no obligation to monitor the Event or the service or consumption of alcoholic beverages at the Event or any other activity undertaken by Client in connection with this Event.

5. **OUTSIDE VENDORS:** To ensure service quality and preserve the integrity of SMPA, outside staff such as caterers, waiters, and bartenders must be approved by SMPA's Public Outreach Specialist. All such contracted help are required to adhere to specific rules set down by SMPA, and may be asked to review and sign a copy of this Agreement. A list of all outside vendors, caterers, musicians, photographers, and any

other outside professionals must be submitted to the Public Outreach Specialist seven (7) days before the Event Date.

6. GUEST LIST: For security reasons, we ask that a guest list with the names of those planning to attend an event be submitted to the Public Outreach Specialist at least 48 hours in advance of the Event.

7. MEDIA: A brief description of expected media coverage must be submitted to the Public Outreach Specialist and approved by the Director at least 48 hours in advance of the Event. Particular restrictions may apply to television and filming. Photographs and snapshots are allowed with prior approval from the Director.

8. MUSIC/ENTERTAINMENT: Arrangements for entertainment or music must be approved by the Public Outreach Specialist at least 72 hours in advance of the Event.

9. EQUIPMENT: If Client plans to hold a seated/dinner event, Client must use SMPA's tables and chairs when applicable. Eight (8) banquet tables and fifty (50) folding chairs are available.