

**SPECIAL EVENT USE AGREEMENT**

This Special Event Use Agreement (this "**Agreement**") is entered into the 13<sup>th</sup> day of September 2017, by and between THE SAN DIEGO SOCIETY OF NATURAL HISTORY, a California non-profit corporation, dba The San Diego Natural History Museum ("**Museum**") and Paloma Valley High School ("**Facility User**"). This Agreement allows Facility User the temporary use of certain designated space for a special event (the "**Event**") within the San Diego Natural History Museum located at 1788 El Prado, Balboa Park, San Diego, California, as follows:

Title of Event: **Paloma Valley High School 2018 Prom**  
 Contacts: Kimberly Frieberg and Marizel  
 Address: 31375 Bradley Rd, Menifee, CA 92584  
 Phone Number and E-mail: (951) 672-6030, [kimberly.frieberg@puhsd.org](mailto:kimberly.frieberg@puhsd.org), [299660@mypuhsd.org](mailto:299660@mypuhsd.org)  
 Date and Time of Event: **Saturday, April 28, 2018 from 7:00PM-11:00PM**  
 Number of Attendees: ~ 700-800 Guests

**Museum Space to be used (the "Facility") and associated charges (the "Facility Usage Fee"):**

**Venue Rental:**

Sefton Atrium	\$4,000.00
Level 2 Exhibit Floor	\$4,000.00
Rooftop Terrace – open the last 2 hours of the evening	included
Museum Security	\$500.00
Non-refundable Cleaning Fee	\$1,500.00
<b>Venue Rental Total:</b>	<b>\$10,000.00</b>

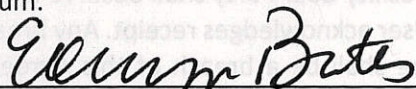
**Schedule of Payments:**

Reservation Deposit (due within 30 days of contract date)	\$1,000.00
1st Payment (due within 60 days of event)	\$4,500.00
Final Balance (due within 30 days of event)	\$4,500.00

The Agreement includes the Terms and Conditions below.

**"Museum"**

The San Diego Society of Natural History, a California corporation, dba The San Diego Natural History Museum.

By:  Date: 9/14/17

**Eowyn Bates, Vice President of Institutional Advancements**  
 Notice Address: P.O. Box 121390, San Diego, California 92112-1390

**"Facility User"**

Company (If Applicable): Paloma Valley High School

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Notice Address: 31375 Bradley Rd, Menifee, CA 92584

**EXHIBIT A**  
**TERMS AND CONDITIONS**

1. **Fees.** In addition to the Facility Usage Fee, additional fees (“**Additional Fees**”) may apply to Facility User’s use of the Space under this Agreement. Additional Fees may be charged for such items as holiday premiums, closing to the public earlier than the scheduled time, labor, A/V technician, additional use hours, power needs in addition to Museum’s normal use, supplemental security or event staff, unusual requirements of the Event, and other items as reasonably determined by the Museum. Museum shall notify Facility User before any Additional Fees are incurred. Facility User shall pay Museum all Additional Fees within thirty days after receipt of an invoice for such Fees.
  
2. **Cancellation.**
  - a. **By Museum.** Museum may cancel the Event at any time if Museum determines the Facility to be unsuitable due to any occurrence beyond the reasonable control of Museum (“**Force Majeure**”), including (i) fire or other act of nature or God, (ii) labor dispute, or (iii) receipt of notice of violations from the City of San Diego or the Balboa Park Administration.
    - i. Museum also retains the right to revoke permission to use the Facility when, in its judgment, the Event would jeopardize the Facility or the safety of attendees at the Facility. In such instance, Museum shall provide as much notification as is reasonably possible, and provided that the issue was not caused by any act or omission of Facility User or any Facility User Party (as defined below) shall refund the Facility Usage Fee and any Additional Fees.
    - ii. In the event of cancellation of the Event by Museum because of Force Majeure, Facility User shall not be liable for payment of Rent or Additional Fees, nor shall Museum have any liability or obligation with regard to the cancelled Event; however, Museum shall use commercially reasonable efforts to reschedule the Event.
    - iii. If the Final Payment is not received by Museum at least four weeks prior to the Event date, Museum may cancel the Event. Upon receipt, the Final Payment is non-refundable.
  
  - b. **By Facility User.**
    - i. If Facility User cancels the Event more than 180 days prior to the Event, the Deposit, less a Five Hundred Dollar (\$500.00) administration fee in consideration for Museum not being able to otherwise utilize the Facility for an event, shall be refunded to Facility User;
    - ii. If Facility User cancels the Event less than 180 days but more than 90 days prior to the Event, fifty percent (50%) of the Deposit shall be refunded to Facility User;
    - iii. If Facility User cancels the Event less than 90 days prior to the Event, the Deposit and the Final Payment shall be non-refundable.
  
3. **Museum Facility Guidelines.** Facility User and each Facility User Party shall observe and obey all of Museum’s Facility Guidelines, as to which Facility User acknowledges receipt. Any breach by Facility User or any Facility User Party of any Guideline shall be a breach of this Agreement, entitling Museum to any remedies available at law or in equity, including retention of all Facility Usage Fees and cancellation of the Event.

4. **Standard of Care.** Facility User and each Facility User Party acknowledge that Museum houses displays and exhibits which are valuable, rare, and in some cases irreplaceable. In addition to observing and obeying the Facility Guidelines, Facility User and each Facility User Party shall conduct all activities in a reasonable, careful, and prudent manner—including assuring proper supervision at all times during the Event. The following are expressly prohibited: (i) any flammable, combustible, toxic, or other hazardous material, (ii) any drug or illegal substance, (iii) any weapon, including guns and knives, (iv) any abusive, offensive, or violent language or behavior, (v) any nudity, immodesty, or pornography, or (vi) any action that would pose a threat to the safety or security of Museum or anyone associated with Museum.
5. **Alcoholic Beverage Services.** No alcoholic beverages will be sold or permitted at the Event.
6. **Catering.** If Facility User desires to serve food and non-alcoholic beverages at the Event, Facility User may choose a caterer from Museum's list of preferred caterers, as to which Facility User acknowledges receipt, or may choose another caterer subject to Museum's prior written approval. Museum shall charge, as an Additional Fee, \$500.00 if a non-preferred caterer is used. Any caterer not listed as a Preferred Caterer shall submit proof of insurance, list Museum as an additional insured, and abide by Museum's Caterer Guidelines.
7. **Other Service Providers:** If Facility User desires to use other service providers in addition to caterers (such as equipment rental companies, audio-visual companies, and entertainers), Facility User shall advise Museum in a timely fashion. All such service providers are subject to Museum's prior written approval, shall submit proof of insurance (with Museum as an additional insured), and shall abide by Museum's Service Provider Guidelines.
8. **Responsibility and Liability.** Facility User shall be responsible and liable for all loss, damage, cost, claim, injury, expense (including attorney's fees), or other liability in connection with the Event or use of the Facility by Facility User ("**Facility User's Responsibility**"). The Facility User's Responsibility applies not only to any act or omission of the Facility User but also to any act or omission of any person associated with or acting on behalf of the Facility User, such as guests, participants, agents, employees, contractors, vendors, caterers, performers, entertainers, suppliers, and invitees ("**Facility User Parties**"). Museum shall give Facility User prompt written notice of each matter involving Facility User's Responsibility. Museum may, in order to protect the interests of Museum, investigate, defend, or settle a matter involving Facility User's Responsibility; Facility User shall upon demand reimburse Museum for all costs and expenses incurred by Museum in such investigation, defense, or settlement.
9. **Release and Waiver.** Facility User assumes all risk of damage to the property of Facility User and Facility User Parties and all risk of injury to Facility User and Facility User Parties in connection with use of the Facility by Facility User and Facility User Parties. Facility User and all Facility User Parties hereby release Museum, and waive all claims against Museum, for any such damage or injury.

10. **Insurance.** Facility User shall maintain (and shall cause each Facility User Party who provides services at the Event, including agents, contractors, performers, entertainers, suppliers, vendors, and caterers to maintain) insurance in the amounts, form, and manner as specified in Exhibit C.
11. **Compliance with Laws.** During the Event and in all uses of the Facility, Facility User and all Facility User Parties shall comply with all applicable laws, statutes, ordinances, rules, regulations, and other governmental requirements, including those related to non-discrimination.
12. **Additions and Alterations.** This Agreement does not require Museum to make any improvement, alteration, decoration, addition, or other change to the Facility ("**Alterations**"). Museum provides the Facility in its current condition only. Neither Facility User nor any Facility User Party may make any Alteration or attach any apparatus or other item (such as performer's equipment) to any portion of the Facility.
13. **Miscellaneous.**
  - a. Time is of the essence of this Agreement and each of its provisions.
  - b. No waiver of any violation or breach of any term of this Agreement shall be construed to constitute a waiver of any other provision.
  - c. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
  - d. There are no oral agreements between the parties affecting this Agreement. This Agreement supersedes and cancels all previous negotiations, arrangements, agreements and understandings, if any, between the parties with respect to the subject matter of this Agreement.
  - e. Facility User shall not record this Agreement nor any memorandum, affidavit or other writing with respect to this Agreement.
  - f. All payments which are past due under this Agreement shall bear interest until paid at the greater of six percent per annum or the maximum rate allowed by law.
  - g. This Agreement may be delivered electronically, via facsimile or by other means. Each party may rely upon signatures delivered electronically or via facsimile as if such signatures were originals.

## **EXHIBIT B**

### **TEEN EVENT RULES & REGULATIONS**

For the safety of any School Dance, Prom, Bar/Bat Mitzvah, or any Teenage Social Event, it is necessary to adhere to the following regulations for the duration of your event with the San Diego Natural History Museum (SDNHM). Thank you for your cooperation.

#### **Event Regulations**

- All guests attending must be respectful of the facility, exhibits, and others present.
- SDNHM reserves the right to refuse admittance to anyone, and is not responsible for lost or stolen property.
- All vendors selected must be pre-approved by SDNHM.
- Only registered guests are allowed on the property.
- Once students leave the facility they will not be granted re-admittance.
- There is a maximum of 1,200 guests for a full Museum buy-out.

#### **Facilities Procedures**

- All events are subject to a non-refundable cleaning fee.
- A premium will apply to events that require the SDNHM to close early to the public.
- No loitering is permitted in the SDNHM parking lot or facility surroundings.

#### **Set-up and break-down Procedures**

- Set-up will begin at a mutually agreed upon time and will not exceed two hours prior to the start of the event.
- Exhibit items may not be moved unless the Special Events Department has given prior permission. Only SDNHM staff may move exhibit items, furniture, or any other Museum property.

#### **Food & Beverage Regulations**

- No personal beverage containers will be allowed inside the SDNHM and will be confiscated if found.
- Alcohol is not permitted in or around the SDNHM at any time during your event.
- All catering must be provided through a caterer on the SDNHM Preferred Caterer list.

#### **Décor**

- All décor items must be approved by the Special Events Department prior to the event.
- All equipment and décor must be removed from the premises immediately after your event. SDNHM will not be responsible for any items remaining on the premises.
- Storage and/or removal fees may be charged for items not removed in a timely manner.
- All décor and signage must be freestanding. Nails, staples and tape cannot be used on any surface, including walls, exhibits, floors or ceilings. Banners, awnings, or promotional school signage may not be placed on the front of the building without permission by the Special Events Department. It is the client's responsibility to provide labor to set-up/install, maintain, and remove all décor and signage.
- Balloons, confetti, glitter, sequins, fake snow, etc., are not allowed.
- Adhesives (hot glue, spray or others) may not be used to attach items to walls, doors, mirrors, etc.
- Smoke machines are not allowed.

### **Teen Event Rules & Regulations, cont.**

- All additional lighting, both inside and outside the SDNHM must be approved in advance by the Special Events Department. Outside lighting is subject to the approval of the Balboa Park Administration and the City of San Diego.
- All décor items must comply with local fire department regulations. Open flames (i.e. votive candles) are not allowed. LED lights are allowed.

### **Invitations and Printed Materials**

- All promotional event-related materials (i.e. save the dates or invitations) where SDNHM is mentioned, must be pre-approved by the Special Events Department.
- SDNHM's name and logo may be used to announce the location of the event; however, it must be made clear that the SDNHM is not sponsoring or hosting the event. SDNHM will provide the logo.

### **Security & Staffing**

- SDNHM will provide an appropriate level of security personnel from the start to the end of the event, to be billed as part of the client's contract.
- The number of SDNHM security officers will be determined for each group individually, depending on the nature and size of the group.
- It is required for the client to also provide security. The client must contract with an outside security company, or use its own school security, for securing the outside of the Museum
- The security company that the client uses must be licensed and pre-approved by SDNHM.
- There must be enough adult chaperones on each floor (i.e. school administrators, teachers, and parents), present at all emergency exits, at all main exits, in front of all restrooms, inside all common use restroom areas, and in all exhibit galleries throughout the duration of the event.
- A walk-through is required prior to the event, led by the SDNHM Event Coordinator and Director of Security, and must be attended by key school administrators.
- It is the responsibility of each school to provide a breathalyzer at each event. The school must also provide the staffing necessary to conduct a breathalyzer test if deemed necessary.
- Pat downs and bag checks are recommended by not required.

**The Facility User agrees that violation of any of these regulations can result in eviction from the property and forfeiture of all monies paid (including deposit).**

## **EXHIBIT C**

### **Insurance**

#### **1.1 – Best’s Rating**

All coverage required below shall be placed with insurance companies licensed to do business in the State of California with a minimum A.M. Best rating of A-VIII. A specific exception to this requirement shall be the worker’s compensation insurance provided by the State Compensation Insurance Fund of California.

#### **1.2 – Evidence of Insurance**

Not less than ten days prior to the Event, a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below, shall be furnished to Museum. When requested by Museum, copies of policies for each coverage required shall also be furnished.

#### **1.3 – Cancellation of Insurance**

If the insurance company elects to cancel or non-renew coverage, prior written notice of such cancellation or nonrenewal shall be provided to Museum. If the cancellation or non-renewal is for nonpayment of premium, the notice shall be at least ten days before such cancellation or non-renewal.

#### **1.4 – Failure to Maintain Insurance**

Failure to maintain the required insurance may result in cancellation of the Event and termination of this Agreement at Museum’s option.

#### **1.5 – Failure to Require a Certificate of Insurance**

Failure of Museum to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Museum to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation to maintain such insurance.

#### **1.6 – No Representation of Coverage Adequacy**

By requiring insurance herein, Museum does not represent that coverage and limits shall necessarily be adequate to protect Facility User or Facility User Parties, and such coverage and limits shall not be deemed as a limitation of liability under the provisions of this Agreement.

#### **2.0 – Commercial General Liability (CGL) Insurance**

Commercial General Liability (CGL) insurance with a limit of not less than \$1 million each occurrence shall be maintained by each party required to provide insurance. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Event as evidenced by ISO Endorsement CG 25 03 or equivalent.

Personal individual Facility Users, such as for weddings and private parties, shall maintain a Special Event One Day License.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products/completed operations, personal injury and advertising injury, liquor liability (if applicable), and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

Museum shall be included as an 'additional insured' under the CGL (and Special Event One Day Licenses) using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents. Additional insured coverage as required in the subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Museum. A copy of the endorsement shall be submitted with the Certificate of Insurance.

### 3.0 – Business Automobile Liability Insurance

Facility User shall maintain Business Automobile Liability insurance with a limit of not less than \$1 million each accident.

Personal Individual Facility Users shall maintain Automobile Liability insurance.

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos), and shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### 4.0 – Workers Compensation and Employers Liability Insurance

Workers Compensation and Employers Liability insurance as required by statute shall be maintained for each party required to provide insurance that has employees. Employers Liability limits shall not be less than \$1 million each accident for bodily injury by accident or \$1 million each employee for bodily injury by disease.

### 5.0 – Waiver of Subrogation

The insurance in this Exhibit A is primary, and all rights against Museum and its agents, officers, directors, employees, and insurers for recovery of damages to the extent these damages are covered by this insurance is waived.