

SINGLE EVENT FACILITIES LICENSE AGREEMENT

This single event facilities license agreement (this "Agreement") is entered into by and between ("User") and The Childrens Museum of Pittsburgh (CMOP).

Facility, Event Date & Time:

- a) CMOP will license to (**user**) a period of (#) hours on (DATE) the use of the space and facilities shown on Exhibit A as the **facility**(the "event facilities") within the building and grounds of CMOP located at 10 Childrens Way, Pittsburgh, PA 15212 for the following event (the "event"): **EVENT**. The event facilities do not include office or storage areas, materials, café, store or public address system.
- b) The event will begin at (time) and end by (time) The event facilities will be made available to user for set up at (time) and will be cleaned up by (time) CMOP is a nonsmoking and drug free facility. All users, guests and vendors shall observe this policy. The event may not be open to the general public and no admission fee may be charged for attendance.

Number of Guests:

The expected number of guests will be #

Fees:

A rental fee of (amount) shall be paid to CMOP by user. A 50% deposit of \$amount will be due at the signing of this agreement to reserve the event facilities. Final guest count and the final 50% balance of \$amount will be due DATE. If user cancels the event in writing at least 90 days prior to the scheduled date, the deposit will be refunded. No part of deposit will be refunded if user cancels the event less than 90 days prior to the scheduled date. CMOP reserves the right to terminate the agreement for:

- a.) Failure to pay deposits in a timely manner.
- b.) Change of intended use of the facilities not approved by CMOP.
- c.) Upon 90 calendar days written notice to user that the event facilities are required for a CMOP purpose, including capital improvements or repairs.
- d.) The event facilities are rendered unfit or unavailable for the event during the period covered by this agreement, by reasons beyond the control of CMOP.

If this agreement is terminated under clause c or d, above, CMOP shall refund the deposit to User. If this agreement is terminated under

clause a or b, above, the deposit shall be retained by CMOP as liquidated damages.

Security Deposit:

A security deposit of \$200.00 will be required with the balance of the rental fee, due 10 days prior to the event. The User agrees to leave all CMOP property in the same condition as prior to the Event, in which case the security deposit of \$200.00 will be fully refunded. If User fails in this obligation or if User or its guests or employees damage property of CMOP, some or all of the security deposit may be applied to cover damages or expenses incurred by CMOP and User agrees to pay the balance of such costs and damages, if any, within ten days after the event.

Floor Plan:

Drawings showing the specific layout and placement of tables, chairs, risers, podium, canopies, lighting/electrical fixtures, displays, banners, floor coverings, furnishings and A/V equipment must be approved by CMOP's Director of Visitor Services at least 10 days prior to the event. These drawings are part of this contract, so actual set up must conform to the plans.

Staffing:

At least one CMOP representative will be present at all times during the event to answer questions about CMOP and/or this agreement. CMOP will provide floor staff for the exhibit areas. CMOP will not provide personnel for automobile parking or food or beverage service.

Catering:

CMOP requires user to utilize a caterer that is on the preferred list provided. [User acknowledges that CMOP may receive a commission from caterer and agrees that such commission shall belong to CMOP.] User's caterer may set up a field kitchen in an area designated. All unused food and refreshments must be removed from the event facilities and properly disposed of. CMOP reserves the right to determine which areas may be used for food and drink service. [User shall be solely responsible to pay the caterer.]

Alcohol:

In all cases where User contracts with Museum to allow provision of alcoholic beverages to Guests, User will:

- Utilize only a caterer from the approved list that can and will provide ample trained bartenders/servers to serve the alcoholic beverages to Guests, and will not allow anyone other than the bartenders/servers to serve alcoholic beverages.
- Abide by all local, state and federal laws regarding alcoholic beverages. Cash bars are prohibited.
- Abide by all rules and regulations of Museum regarding alcoholic beverages including, but not limited to, prohibiting the serving of alcoholic beverages to minors and prohibiting the serving of alcoholic beverages during normal Museum business hours (currently 10am to 5 pm).

User expressly agrees to indemnify and save Museum harmless from and against any and all loss, damage, costs and expenses which Museum may hereafter suffer, incur, be put to or pay by reason of, arising out of or resulting from (a) any failure of User to abide by all the terms of this agreement and/or (b) any action or inaction of User and/or (c) any harm caused directly or indirectly by User. Without limiting the generality hereof, User expressly agrees to indemnify and save Museum harmless from and against any and all loss, damage, costs and expenses which Museum may hereafter suffer, incur, be put to or pay by reason of, arising out of or resulting from service of food or beverages, including alcoholic beverages by User, its agents, servants and/or employees, including without limitation the Caterer.

Parking:

CMOP has approximately 122 parking spaces. User may utilize all 122 spaces at no additional cost.

Security:

CMOP reserves the right to require security for an event. If asked to provide security, User must provide and pay for adequate security.

_____ If checked, User must provide security for the event.

Decorations:

All signs, banners, displays, advertising and printed materials for the event must be approved in advance by CMOP. CMOP may supervise and direct the placement, erection or hanging thereof with the event facilities. Candles surrounded by glass and placed on tables are permitted. The use of confetti, rose petals and other items not easily swept up would be subject to a cleaning charge of \$100.00. The use of fog machines is not permitted. CMOP reserves the right to photograph the event and otherwise publicize the event for the purpose of promoting the facility.

Indemnity:

User shall indemnify CMOP and hold it harmless from and against any and all loss or liability which may arise from the event or any activities at the event or the use of the event facilities by User or its employees or guests.

For User (print Name)

For CMOP (print name)

Signature

Signature