



2820 SE Ferry Slip Rd | Newport, OR 97365 | 541-867-3474 x5319

Evening Event Contract Full Facility Rental

Group: City of Newport Holiday Party

Contract Date: May 13, 2013

Contact: Cindy Breves

Reserved Date: December 6, 2013

Address: 169 SW Coast Hwy

Time: 6:00 p.m. – 8:00 p.m.

City: Newport

Location: Full Facility

State: OR **Zip:** 97365

Guest Count: 100

Telephone: 541-265-0603

E-mail: c.breves@NewportOregon.gov

Terms and Conditions

The Oregon Coast Aquarium is a non-profit, educational facility. It is dedicated to instilling in the public a broad understanding of the wealth and fragility of Oregon's coastal resources, so that they and future generations will cherish and conserve them.

Exhibits

- Circumstances may require exhibit changes or repairs without notice. All exhibits will normally be open except the aviary which closes at dusk.
- The Aquarium is a non-smoking facility.
- Any decorations or additional set-up requirements require approval in advance of the event.

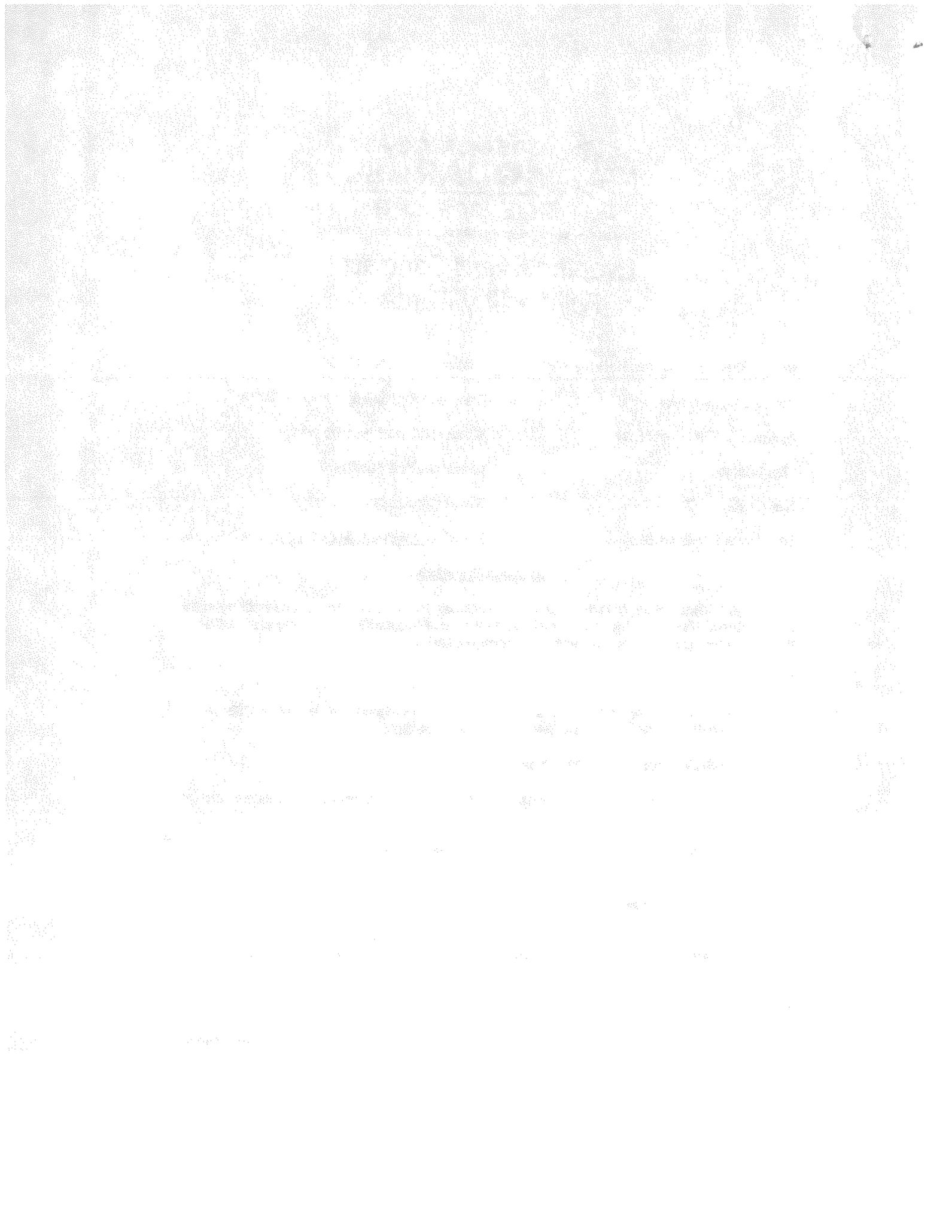
Special Events/Inclusions/Requirements have been added to this contract:

2013 Facility Rental Fees: Special - Complimentary

No Charge - Rental fee includes aquarium equipment, security, access to all exhibits, volunteer(s) posted at main exhibits, on site event coordinators and sleepover attendants.

Fee breakdown: Complimentary

Total: No charge (Catering services billed separately after menu selections are made.)



Payment Terms:

The facility rental fee for private use of the Oregon Coast Aquarium for the City of Newport Holiday Party is waived per a prior agreement. Please return the signed contract before June 1, 2013 to confirm your reserved event date.

Unless other arrangements have been agreed upon, if signed contract and deposit has not been received by the Aquarium by the date stated above, the Aquarium reserves the right to release the tentative hold status and open the date for another client.

Ferry Slip Catering service is billed based on individual food and beverage menu selections and setup requirements. An invoice including any outstanding facility fees will be submitted to the City of Newport for review between 30 and 14 days before your scheduled event. The invoice is considered final, unless otherwise arranged.

All food and beverage services are subject to a standard 20% gratuity.

Catering Terms:

The Oregon Coast Aquarium and Ferry Slip Catering request the final menu selection, facility setup requirements and all special arrangements to be made *30 days* before the event date. Final guest count must be submitted *10 business days* prior to the event. This number will be considered a guarantee and not subject to reduction.

No outside food or beverage will be allowed onsite by organizers or guests without prior notice, and approval from Aquarium Management. The Oregon Coast Aquarium and Ferry Slip Catering shall be held harmless from responsibility for any incidents involving leftover food or beverage taken off premises after an event.

All catering charges will be paid as per billing instructions listed above under "Payment Terms" and/or on a cash basis upon conclusion of the event, when arranged in advance.

Decorations

All décor and vendors must be approved in advance. Because of the sensitivity of our exhibits and animals, no confetti, balloons, sand, live fish, sea shells or other dried marine life, glitter, rice, bird seed, Mylar ribbon or monofilament line are allowed in the Aquarium.

All decorations, supplies, wedding gifts, rental equipment, etc., must be removed immediately following the event. It is important for the care of our animals that all clean up and removal of decorations and personal items by the client and caterer be completed by 10:00p.m. Closing of all galleries will commence at this time. The Aquarium is not responsible for any materials or equipment left behind.

Cancellation and Refund Policy

Notices of cancellation must be made in writing by either party. The effective date of the cancellation will be the date the written cancellation notice is received by the Aquarium or the client. The Aquarium is not liable for any other expenses that the client may have incurred in the preparation and execution of the event.

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Facility Rental and Special Event Fees - Refunds

No refunds will be provided for cancellations occurring within 30 days of the scheduled event. A refund of 50% will be returned for cancellations by the client occurring with more than 30 days notice.

Failure to Make Payment When Due or Late Payment

Failure to make any payment required herein when due shall be considered a material breach of the contract by the group or organization renting the facility, and the Aquarium, at its sole option, may cancel and terminate this agreement. All unpaid invoices are subject to a late charge of 1.5% per month, 18% per year. All returned checks are subject to a 20% service charge.

Liability

All organizations shall indemnify and hold harmless the Oregon Coast Aquarium, their agents and employees, against any and all damages, claims or other liability due to personal injury, death, or damage to property of others arising out of reserved admission to the Oregon Coast Aquarium excluding claims for active or other negligence of the Oregon Coast Aquarium or any of its employees or agents and to pay any claims relating to the condition of Oregon Coast Aquarium property or facilities unless caused by active or other negligence of Oregon Coast Aquarium or its employees or agents. It is understood that you agree to pay in full for any and all damages incurred during your reserved date at the Oregon Coast Aquarium except to the extent indicated.

Attorney's Fees

In the event any suit or action is instituted to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney's fees, including attorney's fees on any appeal.

Acceptance

By signing this agreement, client agrees to abide by the terms and regulations specified in this contract. In order for this agreement to be considered a binding contract, please return the signed contract June 1, 2013. A copy will be returned upon receipt of client's signature.

For: City of Newport

Signature:



Name: Jim Voetberg

Title: City Manager

Date: 5/13/13

For: Oregon Coast Aquarium

Signature:



Name: Jason King

Title: Event Manager

Date: 5/13/2013