



# OREGON COAST AQUARIUM NEWPORT

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

## Full Facility Event Contract Evening Reception/Event

<b>Group: City of Newport Volunteer Appreciation</b>	Today's Date: 1/20/2016
Contact: Cindy Breves	<b>Reserved Date: April 19, 2016</b>
Address: 169 SW Coast Hwy	<b>Time: 6:00pm – 9:00pm (8pm)</b>
City: Newport	Location: Full Facility
State: Or      Zip: 97365	<b>Guest Count: ~150</b>
Telephone: 541-574-0603	Email: <a href="mailto:C.Breves@NewportOregon.gov">C.Breves@NewportOregon.gov</a>

### 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.
- The Aquarium is a non-smoking facility.
- Any decorations or additional set-up requirements require *approval in advance* of the event.
- Due to lack of storing capabilities and legal responsibility, no items relating to a wedding/reception may be delivered **PRIOR** to the closing of the Aquarium to the public. This includes: wedding cake, alcohol, flowers, and decorations.

#### **Special Requirements:**

- **Caterer – Oregon Coast Aquarium Ferry Slip Catering.**
- **Menu Selections: TBD**
- **Bar Service (\$100 per bar): Yes**

#### **2016 Facility Rental Fees: (Special Pricing – Community Partner Rate)**

**\$1000.00** Full Facility rental fee includes admission, all set up and tear down of aquarium equipment, security, access to all exhibits (except aviary), education staff posted at touch pool and dedicated on site event staff for your event.

**Payment Terms:**

The rental fee for private use of the Oregon Coast Aquarium for the City of Newport Volunteer Appreciation Dinner on April 19, 2016, is \$1000.00. Food and beverage totals will be based on menu selections, plus 20% service fee. A facility deposit in the amount of \$200 (20%) is *\*Waived\** ~~requested at the time of contract signing, with the remaining balance, including food and beverage balance, due two weeks prior to the event, or by April 5, 2016. Signed contract and deposit are requested by February 3, 2016.~~

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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. A confirmation including any outstanding facility fees will be submitted to City of Newport for review between 30 and 14 days before your scheduled event. The confirmation is considered final, unless otherwise arranged.**

**All food and beverage services are subject to a standard 20% service fee.**

**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/gifts by the client must be completed by 10:30 p.m. when it is necessary to turn off the lights throughout the galleries.**

The Aquarium is not responsible for any materials or equipment left behind.

**Cancellation and Rescheduling 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.

Events may be rescheduled up to 90 days prior to the event date, based on OCAq availability. The client agrees that all deposits and payments are forfeited if the agreed upon reschedule date is cancelled within any timeframe after rescheduling.

**Facility Rental Refunds:**

No deposit refunds will be provided for cancellations occurring within 90 days of the scheduled event. A deposit refund of 50% will be returned for cancellations by the client occurring with more than 90 days notice. Rescheduled events are not eligible for a deposit refund.

**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 signed contract and deposit by **February 3, 2016**. A signed copy will be returned upon receipt of client's signature and deposit.

For: City of Newport  
Signature:   
Name: Spencer R Neeb  
Title: City Manager  
Date: 01-22-16

For: Oregon Coast Aquarium  
Signature: \_\_\_\_\_  
Name: Jason King  
Title: Events Manager  
Date: \_\_\_\_\_



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For: City of Newport

Signature: \_\_\_\_\_

Name: Spencer R Wood

Title: City Manager

Date: 01-22-16

For: Oregon Coast Aquarium

Signature: \_\_\_\_\_

Name: Jason King

Title: Events Manager

Date: 1/26/2016