



The Blivas Science and Technology Center
1001 Blvd. of the Arts, Sarasota, FL 34236

Facility Rental Contract

This agreement is made this _____ day of _____, by and between GWIZ – The Science Museum (herein referred to as "Museum") and _____ (herein after referred to as "User").

1. **PREMISES & RATES:** The Museum hereby agrees to make available to User, for the exclusive use of User, the following facilities (the "Facilities") located on the Museum premises, at the time and date (s) and for the purpose (s) indicated at the following rates.

Purpose: _____

Museum Space Needed: _____

Price for Space: \$_____ Damage Deposit: \$500

Date: _____ Event Time: _____

Set up: _____ Break Down: _____

Set up and break down MUST happen when Museum is closed. NO EXCEPTIONS!!!

Grand Total: \$_____

2. **PAYMENTS** Payment in full is required with the return of this contract for events within 30 days from the date of the contract. For events with dates more than 30 days from the date of the contract a deposit of 50% \$_____ is required with the return of this contract to confirm the event dates. Also due with the return of the contract is evidence of insurance coverage described within Section 7E. The balance of the total cost will be due in full seven (7) days prior to the event.

Damage Deposit Refund: Damage deposits of \$500.00 are added to rental fees and are refunded after event if no policy infractions or damages are found. The damage deposit will be refunded within 30 days of the event date via check to User.

3. CANCELLATION:

User and/or Museum may terminate this Agreement (in its entirety or as to any time, date or facility) up-to one month prior to the event date. User shall be entitled to a refund of all deposits and fees. If User terminates this Agreement within (30) days prior to the event date, User shall be entitled to a refund of all fees less 50% of total rental.

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, the Museum shall have the right to terminate this Agreement forthwith, whereupon User shall vacate the Facilities immediately, and User shall have no right to receive any refund of any deposits of fees hereunder.

5. CATERING AGREEMENT: User hereby agrees that it will require any third party that User engages to provide catering or other services to enter into an Agreement with the Museum regarding restrictions covered in Section 7 at least seven (30) days prior to the first date in Section 1, hereof.

Catering Service Provider Contact Information

Name _____

Address: _____

Phone: _____

Contact Person: _____

6. USE RESTRICTIONS: The following restrictions shall apply to the User's use of the Facilities:

A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for User to set-up, tear down and remove equipment provided must be budgeted as part of the rental contract. User will reimburse the Museum for any overtime compensation it is required to pay its staff during such additional time at the rate of \$25 per hour.

B. User shall have the use of the Facilities only for the purposes herein.

C. User specifically agrees not to permanently mark or damage the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Museum's personal property therein, or to the property of any third person which is on loan to the Museum, caused by the acts of User or User's agents, servants, employees, patrons, licensees, invites or guests, whether accidental or otherwise; and User further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with scheduled cleanup will result in a cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer's agreement is incorporated herein by reference.

D. The Museum reserves the right to approve any caterer providing food and/or drink at the Facilities. Consumption or carrying of food and beverages shall be allowed only in the spaces rented and only for the designated hours of the event. The City of Sarasota Noise Ordinance shall be abided by for any outside activities, playing of music, or other noisy activities. Smoking is not permitted in any area of the building.

E. User shall indemnify and hold the Museum harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with User's use of the Facilities, provided the Museum promptly notifies User of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Any use of the Facilities involving a danger or risk shall be covered by liability and property damage insurance provided by User, at User's sole cost and expense and endorsed for the benefit of the Museum, with insurance companies acceptable to the Museum. The bodily injury liability coverage shall be not less than \$1,000,000 each occurrence. The property damage liability shall be not less than \$1,000,000 for each occurrence. User will provide the Museum with evidence acceptable to the Museum that such insurance has been obtained and will cover User's event at 24 hours before rental date set forth in Section 1, hereof.

F. User agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of the their departments or bureaus, applicable to User's use of the Facilities, including without limitation, obtaining any necessary liquor licenses and the payment of all sales, use and entertainment taxes or fees.

G. User is responsible for the safety and good order of all equipment and other property owned by the Museum and/or being displayed at the Museum's premises, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by User's agents or the attendants at User's function whether or not invited.

H. Children under 15 years of age are not permitted in the galleries unless supervised by an adult.

I. The Museum reserves the right through its officers and its employees or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its employees, officers, or agents, the User hereby waives any right or claim for damages against the Museum or any of its employees, officers, or agents.

J. The Museum assumes no responsibility for equipment supplied by User or another party. The Museum reserves the right to approve (1) all equipment used hereunder and (2) the supplier of said equipment.

K. The Museum reserves the right to review all copy and approve all forms of advertising or publicity in which the Museum's name is used. The parties agree that no partnership between them respecting any event or the use of the Facility shall be implied in any way, and User agrees to indemnify and hold the Museum harmless from and against any claims to the contrary.

L. User agrees that it shall not erect, post, place or affix any signs, advertisements, show bills, lithographs, posters or cards of any description on any portion of the Facility without written permission of the Museum.

M. All of User's property will be removed from the Museum by User at the termination of User's use of the Facilities. If User's property is not removed as provided herein, the Museum will have the right to cause such property to be removed at the expense of the User.

N. User shall comply with all rules and restrictions that may be prescribed by the Museum for the purpose of maintaining the safety, care, good order and cleanliness of the Museum's premises, equipment and property displayed thereon.

O. Those matters not herein expressly provided for shall be decided by the Museum and/or its representatives or agents and such decisions shall be binding upon the User.

P. Special Needs:

8. ASSIGNMENT: User shall not assign this Agreement without prior written consent of the Museum.

9. NOTICES: All notices to the Museum shall be deemed to have been adequately and timely given when received in writing by the Museum's Director or by the Facilities Rental Coordinator.

10. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties hereto and shall not be modified except by written instrument signed by both parties. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Florida. The officer or representative of User executing this Agreement certifies that he or she has been duly authorized to enter into this Agreement on behalf of User and that neither the execution of and delivery of this Agreement, nor the performance or the terms and conditions hereof, will result in a breach of any agreement to which User is a party, or of any federal, state or local law, rule or regulation.

User Printed Name

Museum Representative Printed Name

User Signature

Museum Representative Signature

Date Signed

Date Signed

User Address

User Phone Number

User Email