



RENTAL AGREEMENT: FULL MUSEUM PACKAGE

THIS MOXI RENTAL AGREEMENT ("Agreement") is entered into as of September 6 2018 by and between The Children's Museum of Santa Barbara, Inc., dba MOXI, The Wolf Museum of Exploration + Innovation hereinafter called "Association", and Santa Barbara High School hereinafter called "Renter".

1. THAT WHEREAS, the Renter desires to secure from Association certain rights and privileges and to obtain permission from Association to use those certain Association premises generally described as MOXI, The Wolf Museum of Exploration + Innovation (125 State st., Santa Barbara CA 93101) on April 27 2019 during the hours of 5:00 p.m. and 11:59 p.m. (hereinafter referred to as the "term").

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy and use the Premises (as that term is defined in paragraph 4 below) for the purposes hereinafter set forth, for the term, at the rental, and upon the terms and conditions set forth in this Agreement. Renter hereby acknowledges (i) that Renter has been advised to satisfy itself with respect to the condition of the Premises and the present and future suitability of the Premises for Renter's intended use, (ii) that Renter has made all investigations as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to Renter's occupancy of the Premises and/or the term of this Agreement, (iii) that neither Association nor any of Association's agents has made any oral or written representations or warranties with respect to the said matters other than as set forth in this Agreement, and (iv) that Renter accepts the Premises strictly "AS IS", "WHERE IS" and "WITH ALL FAULTS."

3. Renter shall be entitled to use and occupy the Premises for a private event and for no other use or purpose whatsoever, without Association's prior written consent. Renter shall not use or permit any other person to use the Premises or any part thereof for any purposes tending to injure the reputation thereof, or for any improper or offensive use so as to constitute a nuisance; and at all times during Renter's use of the Premises, Renter shall conform to, and shall cause all persons using or occupying any part of said Premises to comply with, all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon. Renter covenants and agrees to defend, indemnify and save Association harmless from any penalties, damages, fines or charges imposed by any governmental entity, agency, and/or any business or person, for any violation of any and all laws, ordinances and regulations applicable to the use and occupancy of the Premises occasioned by neglect, omission, or the willful act of Renter or of any person upon the Premises by license or invitation of Renter or holding or occupying the same or any part thereof under or by right of Renter. Renter shall be solely responsible to surrender the Premises to Association in good condition and repair, and with the entirety of the Premises in a clean and safe condition. In the event Renter fails to do so, Association shall have the right to perform any necessary



cleaning and to charge Renter the reasonable costs and expenses incurred by Association in connection therewith. Any such charges shall be paid by Renter to Association within two (2) business days following the receipt of notice thereof by Renter.

4. "Premises" as used herein shall mean the following: The use of the public space on the first, second and third floor (does not include Exploration Lab or Innovation Workshop unless stated below). Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below.

Use of Premises includes: exclusive use of the museum from 5:00 p.m. to 11.59 p.m. with access before 5:00 p.m. for load in and set-up, repeated access pre-event for event organizers and vendors to tour and design layout with MOXI Events team assistance, ability to build kitchen in back lot, access to all exhibits, Sparks (educational staff), guest services to aid check-in, an event monitor, use of the integrated sound system for piped music, use of the front desk screens to post messages, post-event cleaning and security guards (for up to 450 people).

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|---------------------------|-----------------|
| FACILITY RENTAL FEE | \$ 8,600.00 |
| CUSTOM HANDPRINT GLOBE | <i>included</i> |
| NON-PROFIT DISCOUNT – 10% | \$ -860.00 |

| | |
|------------------|--------------------------------------|
| SECURITY DEPOSIT | \$ 1,000.00 (refundable after event) |
|------------------|--------------------------------------|

| | |
|--|---------------------------------------|
| Total contract | \$ 8,740.00 |
| A 50% deposit of the total 9/21/18 | \$ 4,370.00 due on contract signing – |
| Balance of estimated charges \$ event – 3/27/19 | \$ 4,370.00 due a month before |

In the event that Renter cancels Agreement 60 days or less prior to event, the 50% deposit is non-refundable. In the event property is left in good condition and rental terms are honored, Security Deposit is refunded within 15 business days following the conclusion of the event. In the event that Renter's event extends beyond the hours specified in this Agreement, a charge equal to \$850.00 per hour, or any portion thereof, shall be charged to Renter, and the amount of any such additional rent shall be paid by Renter to Association within two (2) business days following the conclusion of the event.

5. Association shall have the right to have an agent present to monitor Renter's event or events at the premises.

6. Renter shall defend, indemnify, protect, defend and hold harmless the Premises, Association, the City of Santa Barbara ("City"), and Association's and City's respective officers, directors, employees, attorneys, partners, independent contractors, lenders, agents, representatives and successors from and against any and all claims, causes of action, suits,



loss of rents, damages, costs, liens, judgments, penalties, permits, attorney's and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (i) the occupancy of the Premises by Renter, (ii) any act, omission or neglect of Renter, its agents, contractors, employees or invitees, (iii) any default or breach by Renter in the performance in a timely manner of any obligation on Renter's part to be performed under this Agreement, (iv) injury, damage, loss of life or from bodily or personal injury of any person, including Association and Renter, arising out of Renter's use or occupancy of the Premises, any property damage, and (v) any other damage or loss whatsoever, wheresoever and whensoever resulting, in any manner, directly or indirectly, solely or partially from any cause, occurrence or condition in, upon, at, or from the Premises arising from the acts, errors or omissions of Renter.

7. At all times during the term of this Agreement, Renter shall maintain in force, at Renter's cost and expense, for the joint benefit of Association and Renter, a broad-form comprehensive coverage policy of public liability and property damage insurance by the terms of which Association and Renter are indemnified against liability for damage or injury to the property or person (including death) of Renter or any invitee of Renter, or of any other person entering upon or using the Premises or any structure thereon or any part thereof, arising from the use and occupancy thereof. Such insurance policy or policies shall be maintained and have minimum bodily injury limits of not less than One Million Dollars (\$1,000,000) for injury to or death of one person, and One Million Dollars (\$1,000,000) for injury to or death of more than one person per occurrence, and property damage of One Million Dollars (\$1,000,000) written by one (1) or more responsible insurance companies licensed to do business in California. Such insurance policy or policies shall be stated to be primary and non-contributing with any insurance which may be carried by Association, and Renter shall deliver to Association (at least thirty (30) days prior to the event) the certificate of each insurance carrier as to each such insurance policy, on which Association shall be named as an additional insured.

8. Renter shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes ("Hazardous Materials"). Except for ordinary and general supplies, all of which must be used and stored strictly in accordance with all Hazardous Materials Laws, Renter shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the Premises by Renter, its agents, employees, sublessees, contractors or invitees in violation of applicable laws.

9. It is mutually agreed that this Agreement or any privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.



10. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by the parties, hereto, and that no oral understandings of agreements not incorporated herein and no alterations or variations of the term whereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The "MOXI Entire Property Use Cooperation Statement" (Exhibit A) is made part of this Agreement as though fully incorporated herein, and Renter agrees that he/she/it has read this Agreement and the said rules and regulations and understands that they shall apply, unless amended by mutual consent in writing by the parties hereto.

12. In the event that Renter fails to comply in any respect with the terms of this Agreement and the "MOXI Entire Property Use Cooperation Statement" (Exhibit A, attached), all payments for the Premises shall be deemed earned and non-refundable by Association.


13. Special Provisions: See and sign the "MOXI Entire Property Use Cooperation Statement" (Exhibit A, attached) and deliver Insurance Certificate and applicable permits (at least thirty (30) days prior to the event.

14. Other than any claim, counterclaim, dispute, and other matter relating to the payment of rent or any other sum owing from Renter to Association under this Agreement, Renter and Association agree that all other disputes, claims, or controversies (collectively, "Non-Monetary Dispute(s)") arising out of or relating to this Agreement will first be submitted to non-binding mediation in Santa Barbara, California, by a mediator mutually selected by the parties. The mediation shall be completed within sixty (60) days of the first written request for mediation by either party. The parties agree to equally share in the cost of such mediation.

In the event mediation does not successfully resolve the Non-Monetary Dispute(s), either party shall have the right to submit the matter to binding arbitration. In the event either party elects to submit any Non-Monetary Dispute(s) to arbitration, the judgment or the award rendered in any such arbitration may be entered in any court having jurisdiction and shall be final and binding upon the parties. The arbitration shall be conducted in accordance with the the provisions of California Code of Civil Procedure § 1282 et seq. Any other dispute shall be submitted to jurisdiction of the Superior Court in and for the County of Santa Barbara, California.

15. This Agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative.

IN WITNESS WHEREOF, This Agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.



Print Name

Print Name



(Renter)

(Association - MOXI)

Signature
(Renter)

Signature
(Association - MOXI)

Role in Organization
(Renter)

Role in Organization
(Association - MOXI)

Meg Jette
Assf. Supt. of Business
Santa Barbara Unified SD



Exhibit A: Property Use Cooperation Statement (Full Museum Package)

Please read the following statements and initial next to each indicating you have read and understand our property guidelines; return with the Rental Agreement.

General Use

_____ Renter understands the use of MOXI name is permitted for location/directions only and agrees to use its full name as "MOXI, The Wolf Museum of Exploration + Innovation" in printed/digital materials. Use of photographs of MOXI on printed/digital materials are not permitted. Any use of logo must be approved by MOXI representative.

_____ Renter understands the Facility Monitor has the right to end the event and close the property at any time during the event if any rules or guidelines are violated.

_____ Renter understands that MOXI requires an external coordinator to a) provide production schedules and layouts prior to the event; b) manage the multiple vendors that will be involved in the set up and break down of the event; and c) be present on the day from load-in to close. This external coordinator is not considered a guest and will not drink alcohol during the event.

_____ Renter understands they are responsible for all trash and recycling. It will be bagged, tied and removed from the property. Renter will be instructed by the facility monitor where to dispose of it.

_____ Renter understands all parties involved in the event may not enter earlier or vacate later than the contracted event times without prior permission from the MOXI Events team – set up start time is outside of contracted event times and will be agreed with Renter during the planning of event.

_____ Renter understand nails and/or adhesive tapes may not be used to apply anything to walls, casework or exhibit signs and that signs on exhibit cases and walls, interior and exterior, are not permitted.

_____ Renter understands open flames are permitted but each flame must be housed in a container that is twice the height of the flame Renter understands sparkler, sequins, glitter and confetti is not allowed.

_____ Renter understands that external music must be off on the roof by 10:00 pm per the city noise ordinance and all municipal codes must be adhered to.

_____ Renter understands that outdoor urination is prohibited and the dumping of liquids and ice can only occur in designated areas.

_____ Renter understands animals are prohibited unless trained to perform a task to assist a person with a disability.

_____ Renter understands that the event must take place within the venue and all guests are required to remain within the venue grounds during the event unless departing the event.

_____ Renter understands that MOXI is a Non Smoking Facility. Smoking and/or the use of tobacco products is not permitted inside the MOXI building or on MOXI grounds.

_____ Renter understands MOXI is not responsible for personal effects and possessions left on premises during or after an event. We do, however, maintain a lost and found and will hold recovered items for up to 30 days.

_____ Renter understands the facility rental does not include use of the Exploration Lab, Innovation Workshop or offices unless expressly stated on the Rental Agreement.

_____ Renter understands power for lighting/AV equipment and kitchen equipment must be coordinated ahead of time to ensure a generator will not be needed (if required, Renter is responsible for cost).

_____ Renter understands the back lot is used for loading/unloading, kitchen set up and staging. It is not to be used for parking at any time unless permission is given by the MOXI Events team. Accessible parking access must be maintained at all times.

Alcohol

_____ Renter understands that if alcohol is sold or tickets to the event where alcohol is served are sold, a permit from the Alcohol Beverage Control Board must be obtained by renter and displayed during event.

_____ Renter understands alcohol is prohibited at events where a large number of people between 13 – 20 years of age will be in attendance (i.e.: quinceaneras, teen dances, college parties).

Vendors

_____ Renter understands that MOXI must be made aware of all vendors who will be used for this event, and that MOXI reserves the right to prohibit any vendor from operating on its property for any reason. A certificate of insurance (\$1m minimum) will be required for each vendor working at MOXI.

_____ Renter understands that all rentals or equipment belonging to Renter and/or vendors must be dropped off and picked up on the day of the event (not left overnight) unless approved in advance by MOXI. Renter understands that a dance floor and/or tent may need to be rented, and brought in and taken out during the contracted event times.

_____ Renter understands that MOXI exclusively use one vendor for lighting and Audio/Visual needs. In the unlikely event that this vendor is unavailable for any reason, the alternative vendor chosen must be approved by our exclusive vendor.

Catering

_____ Renter understands that only licensed caterers may be used and that selected caterer and vendors will be required to abide by all MOXI and federal, state, city, and county regulations. All caterer and vendors must be approved by MOXI and must be available to meet with MOXI representative 4 (four) weeks prior event.

- Renter understands that barbequing is only permitted in the back lot (not roof or courtyard)
- Renter understands deep fryers are prohibited.

_____ Renter commits to sharing the above property use guidelines with event coordinator and any vendors employed to work at MOXI.

_____ Renter has read, understands and indicates they will abide by all of the above conditions by initialing next to each.

Renter Company / Organization _____

Event Date _____

Signature (Renter)

Print Name

Date