REUBEN H. FLEET SCIENCE CENTER

FACILITIES USE POLICIES AND PROCEDURES

INTRODUCTION

MISSION STATEMENT

The Reuben H. Fleet Science Center (RHFSC) seeks to inspire life-long learning by furthering the public's understanding and enjoyment of science and technology.

STATEMENT OF PURPOSE

As a Non-Profit Organization, the RHFSC is committed to introducing our exhibits and films to new audiences in order to promote public awareness, membership and attendance growth. It is our policy that the special events program shall promote the mission of the RHFSC.

The RHFSC will make designated spaces in the Science Center available for reasonable private use by corporations, associations, institutions and organizations, both during and after public hours, on a space-available basis in the manner described in these guidelines. Events will not be allowed that, in the judgment of the RHFSC, could disrupt or conflict with the primary use of the building as a Science Center. The RHFSC will review applications on a case-by-case basis for consistency with this policy. Uses determined to be disruptive or conflicting will constitute grounds for cancellation of the event and forfeiture of any deposit fee remitted.

The following types of events are not consistent with the identified primary use of the building and are not allowed:

1. Private events such as: Weddings, birthdays, personal celebrations and events for individuals (e.g. reunions, etc.).

2. Political, religious or social advocacy events.

3. Public auctions.

4. Promotional Events; however, exceptions to this policy may be made on a case-by-case basis.

DESCRIPTION OF FACILITIES

A floor plan of the RHFSC facilities is included in these policies and procedures.

Originally named the Reuben H. Fleet Space Theater and Science Center, the facility opened to the public on March 10, 1973. The Science Center was built to house a revolutionary new concept, which featured a 76-foot dome tilted at a 25 degree angle down in front of the spectators, who were to be seated in tiered rows all facing forward – this was to give the illusion of being suspended in space. OMNIMAX® was the term coined by the Space Theater founders for the giant tilted dome screen and fish eye effect. The Exhibit Galleries grew slowly in the

shadow of the Space Theater in the beginning years but have since blossomed into a first class center, offering five exhibit galleries which encourage visitor participation.

On February 4, 1997, the Fleet Center staff was thrilled to break ground on a building expansion. The new facility, which opened in May 1998, has 95,000 square feet of floor space, and offers many new exciting exhibits, media experiences and education opportunities.

AVAILABILITY

RESERVATIONS

Reserved dates are not considered secured by User until the Special Events Department has received the bilaterally signed Facilities Use Agreement and the initial deposit.

The initial deposit, as specified in the Facilities Use Agreement, is due and payable within fourteen (14) days of reserving any RHFSC facility. If such deposit is not received within the fourteen (14) day period, the reservation will be released.

Clients requesting dates held, but yet unconfirmed by another group, will be placed on a waiting list and subsequently notified if the area becomes available, in the order the request was received.

Scheduling of events is subject to availability. The RHFSC retains the right to book concurrent events in non-reserved spaces. The RHFSC will make every effort to avoid conflicts when there is more than one group on the premises at the same time.

EVENT HOURS

The RHFSC is open every day of the year from 9:30AM to 5:00PM, with extended hours on weekends, holidays and high impact times. Events using the entire facility may only be scheduled after public hours unless special arrangements are made through the Special Events Office. A premium will apply to events that require the RHFSC to close early to the public. Clients may buy-out a full IMAX Screening in one hour increments at peak cost (during public hours) or Off-peak (after hours). The Community Forum, Lecture Hall and certain galleries are available during and after public hours. Availability must always be confirmed with the Special Events Office.

HOLIDAYS

Events held on holidays and peak attendance times are subject to additional fees.

EQUIPMENT

The RHFSC has a limited amount of furniture and equipment, including tables, easels and A/V equipment, that will be available on a first come, first served basis. All furniture and equipment is subject to availability and must be reserved with the Special Events Department in advance. Additional fees may apply.

FEES

The RHFSC will enter into a Facilities Use Agreement with the sponsor of the event, a Destination Management Company, an Event Planner or Meeting Planner, for the use of the facilities. These parties will herein be referred to as "User."

Please check with the Special Events Department for current facility pricing.

A $500 security deposit (separate check) is due and payable three (3) weeks prior to the event. Any expenses, damages or cleaning charges incurred by the RHFSC that are out of the ordinary wear-and-tear of the facility will be deducted from this amount and the balance, if any, will be refunded within thirty (30) days after the event. Any expenses over $500 will be billed to the User and will be payable upon receipt of such bill.

The balance of the contribution/usage fee is due and payable by the User three (3) weeks prior to the event. The event is subject to cancellation if this payment is not received on time.

CORPORATE PARTNERSHIP

All organizations* that are planning to host an event or a meeting are required to be current Corporate Members of the RHFSC by the time of their event. Arrangements can be made through the Special Events Department or through the Development Department.

*Not applicable for non-profit organizations or educational facilities.

ADDITIONAL FEES

Some additional fees may be charged for the following: holiday premiums, closing to the public earlier than the scheduled time, additional equipment, labor, A/V technician, additional use hours, extensive power needs, supplemental security and/or event staff, Exhibit Demonstrations by the Education Department, unusual event requirements and other items as reasonably determined by the RHFSC. User is fully responsible for damage to or loss of RHFSC property, and will be billed accordingly.

CANCELLATION

An authorized official of the Science Center has the right to cancel the event at any time, if the RHFSC proves to be unsuitable due to the following:

1. Fire or other calamity caused by nature.

2. Labor dispute.

3. Notice of violations by the City of San Diego or the Balboa Park Administration.

4. Any other occurrences beyond the control of the RHFSC.

In the event of such cancellation, User will not be liable for payment of fees for cancelled programs, nor will the RHFSC have any further liability or obligations with regard to the

canceled program. Should such action by the RHFSC become necessary, the RHFSC will provide suitable time(s) for rescheduling.

It is the User's responsibility to observe and execute all the procedures and policies mentioned above and hereafter. Failure to comply will result in the forfeiture of all fees paid and the right to terminate the contract completely.

The RHFSC also retains the right to revoke permission to use its facilities when, in its sole judgment, an event would jeopardize the safety of the attendees at the facility. In such instance, as much notification as possible will be provided and all fees will be refunded.

A 50% deposit, credited towards the total contribution/usage fee, is required with the signed Facilities Use Agreement within fourteen (14) days of receiving the Agreement. This deposit is 100% refundable if the event is canceled over 180 days before the event date, 50% refundable if canceled between 180-90 days before the event date, and is not refundable if canceled less than 90 days before the event date.

INVITATIONS AND PRINTED MATERIALS

The Special Events Department must approve all event-related promotional materials mentioning the RHFSC prior to printing or broadcast. This includes invitations, programs and/or press releases. Please allow sufficient time for approval. These materials should be submitted for approval once the Facilities Use Agreement is signed. A final sample of any such item must be provided to the RHFSC for file.

User is permitted to use the RHFSC's name and logo to announce the location of the event. The User cannot make claims that the RHFSC is sponsoring or hosting the event unless a separate sponsorship agreement has been signed by the RHFSC.

Announcements and advertising that mention the RHFSC are not permitted prior to bilaterally signing the Facilities Use Agreement.

LOGISTICS

APPROVAL PROCESS

All the logistic plans must be reviewed and approved by the RHFSC Special Events Department.

Once the Facilities Use Agreement has been signed and a deposit is received, the Special Events Department will arrange an on-site event walk-through with the User, caterer and all sub-contractors that will be involved in the event. Policies, procedures, equipment, set-up, production schedule and all other important details of the event will be discussed at this walk-through. If needed, a final walk-through will be scheduled no later than two weeks prior to the event.

EVENT SPACE

There are 5 spaces available for events in our museum. All of these areas are available during non- public hours unless other wise discussed. All of these spaces are subject to varying exhibits that may limit event space. Most exhibits are permanent and unable to be moved. Any exhibits that need to be moved and are mobile must be discussed with the special events department at least one week prior to the event date.

Initials_____

SUB-CONTRACTED VENDORS AND SUPPLIERS

User is responsible for ensuring that all subcontracted persons review and comply with RHFSC Policies and Procedures as outlined herein.

DÉCOR

Exhibits in the galleries may not be moved for an event unless the Special Events Department has given prior permission. If permission is given, the Exhibits Department will be responsible for moving the exhibits. In some cases, an additional fee may be charged for this labor.

The User is responsible for removing all event equipment and décor from the premises immediately after the departure of the last guest from the Science Center at the conclusion of the event, unless special arrangements have been made through the Special Events Department. The RHFSC will not be responsible for any items remaining on the premises. Storage and/or removal fees may be charged for items not removed by the time arranged.

All signage is subject to prior approval from the RHFSC.

All decor and signage must be freestanding. Nails, staples and tape cannot be used on walls, exhibits, floors or ceilings. Banners, awnings, promotional or commercial signage may not be placed on the front of the building without permission from the Special Events Department. It is the client's responsibility to provide labor to set-up, maintain and remove all décor and signage. User or subcontractors must remove all décor/signage immediately following the event.

Confetti, glitter, sequins, fake snow, etc., are not allowed.

All additional lighting, both, inside and outside the RHFSC must be approved in advance by the Special Events Department. Outside lighting is subject to the approval of the Balboa Park Administration and the City of San Diego.

All décor items must comply with local fire department regulations. No open flames (i.e., votive candles, etc.) are allowed in the RHFSC.

The RHFSC's Engineering Department must approve all equipment installation. The User must notify the Special Events Office if a technician's presence is required for the preliminary walk-through.

The RHFSC reserves the right to photograph the facility during the set-up and throughout the reception time. The RHFSC will retain all copyrights for future use in promoting our Special

Events program. Such images are to be displayed at the RHFSC's web page, the special event portfolio, and to potential clients.

MUSIC AND ENTERTAINMENT

The selection of music and entertainment for the event is subject to the RHFSC's approval.

Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP), User is responsible for any applicable licenses for live or recorded music performed during the event. User further agrees to indemnify the RHFSC against any liability resulting from failure to do so.

SPACE THEATER

The RHFSC's Space Theater can accommodate up to 300 people per show. If the User decides to incorporate private screenings during their event, the User must buy-out enough screenings to accommodate at least 60% of the total number of attendees.

During the event, should additional screening(s) be needed, the RHFSC reserves the right to incorporate as much Theater shows as needed and then bill the client afterwards. Exceptions will be review on a case-by-case basis.

CATERING

SELECTION OF CATERER

User will be given a list of the RHFSC's Exclusive Caterers. Caterers outside this list will not be able to work at the Science Center.

CATERING LOGISTICS

If available, special arrangements may be made in advance with the Special Events Department for caterers to use the Community Forum for prepping their food. Caterers must provide their own tables for prep area, as well as floor covering for all the areas that they are working in. All cooking must be done outside of the building in an area designated by the Special Events Department and it is the Caterer's responsibility to clean this area, in accordance with Balboa Park and City of San Diego regulations.

FOOD

The RHFSC reserves the right to disallow foods that may cause permanent stains. The Special Events Department must approve all menus and a final menu must be submitted within two (2) weeks before the event. If the client fails to observe this rule, the Special Events Department has the right to deny the service of food items at the event that that may cause permanent stains.

LIQUOR/BEVERAGE

BarWorks must provide any and all alcoholic beverages and bar service.

No red wine is allowed in the Science Center.

DUMPSTERS

User and caterer will not have access to the RHFSC's dumpsters. Caterers are responsible for removing all trash from the premises after an event.

SET-UP AND BREAKDOWN

Access for set-up will be arranged at the discretion of the RHFSC in consideration of its obligation to the general public and to safekeeping of the Science Center's building, facilities and exhibits.

The RHFSC will not be responsible for any lost or stolen catering supplies, equipment or any other property of the caterer, sub-contractor or User.

It is required for the Caterer to do a final walk-through with the Events Coordinator/Manager on Duty to evaluate the condition of the party/staging area before they depart from the building.

CLEAN-UP

The Science Center must be returned to the condition in which it was found. Clean up and removal of refuse is the responsibility of User and/or User's sub-contractors. All trash must be deposited in the correct containers or removed from the premises entirely. If any RHFSC personnel judge routine cleaning and maintenance inadequate to return the premises to its prior condition, special maintenance services will be contracted by the RHFSC and this fee will be deducted from User's security deposit.

LOAD-IN AND LOAD-OUT

ACCESS

Load-in and load-out are to be done at the times agreed upon in writing during the pre-event walk through. Generally load-in will be done immediately prior to the event and load-out will be done immediately following the event, unless otherwise specified in writing.

The access for load-in is located at the parking lot and vehicles cannot be left unattended or parked under any circumstances. Such vehicles must have commercial license plates in order to use the yellow loading zone. Failure to comply will result in a likely fine issued by the City of San Diego and/or the Balboa Park Rangers.

STORAGE

The RHFSC has no storage areas for events. Therefore, all deliveries and pick-ups must take place on the event date.

PARKING

Use of the Science Center's parking lot is permitted for special event parking only. If the parking lot is needed for any special activity, set-up or unusual hours, the RHFSC must be notified in advance and plans must be approved through the City of San Diego. It is the User's responsibility to issue all the necessary permits and copies must be submitted to the RHFSC.

DELIVERIES AND PICK-UPS

All deliveries and pick-ups must be scheduled and coordinated through the Special Events Department at the time of the pre-event walk-through.

The RHFSC will not be responsible for counting and checking deliveries and does not assume responsibility for items delivered or left at the Science Center. All deliveries must be clearly marked with the User's name and date of event. The RHFSC will not receive COD deliveries on the User's behalf.

CLEAN-UP, MAINTENANCE AND DAMAGE

User is responsible for leaving the Science Center premises in the same condition as found. No equipment, decor, tables, chairs, debris or other materials may remain on site overnight.

GENERAL POLICIES

EXHIBIT GALLERIES

Exhibition installations may be underway many times during the year necessitating the closure or restriction of access to certain galleries or sections of galleries. The RHFSC may not know this schedule until near the time of the event. For this reason, the RHFSC retains the right to restrict or change gallery access at any time. The RHFSC will make every effort to accommodate User's gallery viewing requests. Some attractions are subject to availability and closure at any time.

PRESS

Any press coverage or other related activities must be coordinated with the RHFSC's Marketing Department and are subject to the RHFSC's approval.

SECURITY

The RHFSC will determine the number of security personnel required for each event. All security personnel will be hired by the RHFSC. The RHFSC will provide one (1) security guard

during regular public evening hours for parking lot security. If additional security personnel are required, the User will be billed accordingly.

If City Police or Fire Departments require on-site personnel for the event, User will be responsible for all related costs.

SMOKING

All RHFSC facilities have been designated non-smoking. Smoking is prohibited in Balboa Park.

COMPLIANCE WITH CITY, STATE AND FEDERAL REGULATIONS

User must comply with all city, state and federal regulations. User may not discriminate against any person or group of persons.

INSURANCE

LIABILITY INSURANCE

Users and their subcontractors Vendors and Suppliers, including Caterers, shall at their own expense procure and maintain, for so long as they use, occupy or furnish products or services on the RHFSC space, liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

The liability insurance shall consist of:

1) Commercial general liability insurance which must include but not be limited to contractual liability, broad form property damage, personal/advertising injury, products and completed operations; and

2) Commercial automobile liability insurance covering all owned, non-owned and hired autos.

All insurance required under this agreement shall:

- Be issued by insurance companies approved to do business in the State of California having a financial rating of not less than A-VII as rated in the most recent edition of Best's Insurance Report.

- Stipulate User's and their Subcontractors Vendors and Suppliers, including Caterers, commercial general liability insurance as primary insurance to and without right of contribution from similar insurance carried by the RHFSC. User's insurance must include a Waiver of Subrogation.

- Contain an endorsement requiring thirty (30) days written notice by the insurance company to the Science Center before canceling, non-renewing or changing coverage, scope or amount of any policy.

- Be evidenced by a certificate of insurance as set forth under the Facilities Use Agreement reflecting the RHFSC as an additional insured, and submitted to the RHFSC thirty (30) days prior to the date of use.

WORKERS' COMPENSATION INSURANCE

User and Caterer shall maintain and evidence by certificate, worker's compensation insurance at statutory limits required in the State of California, and employer's liability insurance at no less than $500,000 limits, providing benefits for employees and volunteers of the User and Caterer. The insurer must have a rating of A-VII or better by Best's Insurance Report. The certificate must be A) submitted by User and Caterer to the RHFSC thirty (30) days prior to the date of use, and B) stipulate the insurer will give the RHFSC thirty (30) days written notice of cancellation or non-renewable of coverage.

CATERER'S COVERAGE

Caterers are also required to provide certificates of insurance evidencing general liability and in the amount of $1,000,000, product liability and worker's compensation coverage. Such evidence must be submitted by the User to the RHFSC thirty (30) days prior to the date of use.

By signing this agreement I hereby state that I have read and agree to the terms of the Policies and Procedures at the Reuben H. Fleet Science Center.

CLIENT AGREEMENT

Name: _____

Signature: _____

Date: _____

RECEIVED BY, FLEET REPRESENTATIVE

Name: _____

Signature: _____

Date: _____