

Facility Rental Contract

This agreement is made this _____ day of _____, by and between The Salisbury Zoo (herein referred to as "Zoo") and _____ (herein after referred to as "User").

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

Purpose:

Education Room Rental Date: _____ Time: _____
_____ hours @ _____ per hour = _____ _____ hours @ _____ per hour = _____

Stage and Lawn Rental Date: _____ Time: _____
_____ hours @ _____ per hour = _____ _____ hours @ _____ per hour = _____

_____ **Space Rental Fees Subtotal**

Additional Services

_____ Tables \$5 each (4 included with contract, no linens) _____ x _____ = _____

_____ Folding Chairs \$.50 each (24 included with contract) _____ x _____ = _____

_____ Easels \$.50 each (1 provided with contract) _____ x _____ = _____

_____ PA system/ CD system \$10

_____ **Additional Services Subtotal GRAND TOTAL:** _____

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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 hold the event dates. The balance of the total cost will be due in full thirty (30) days prior to the event.

3. CANCELLATION:

A. After approval is given, the Zoo may terminate this Agreement (in its entirety or as to any time, date or facility) in its sole discretion up-to one month prior to the first date in Section 1. After one month (30 days), the Zoo may terminate this Agreement only for good cause. Upon such termination, and absent any default by User, all deposits shall be refunded to User less expenses incurred by the Zoo in preparation of the Facilities for User prior to such termination; provided that if the termination is only partial, User shall be entitled to only a partial refund in an amount to be determined by the Zoo in its sole discretion.

B. User may terminate this Agreement at any time prior to seven (7) days in advance of the first date in Section 1 in which case User shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Zoo in preparation of the Facilities for User and (ii) a cancellation fee of \$200.00

4. DEFAULT: If User shall at any time be in default under the terms of this Agreement, the Zoo 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. 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, Section 1 hereof. User will reimburse the Zoo for any overtime compensation it is required to pay its staff during such additional time.

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

C. User specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Zoo's personal property therein, or to the property of any third person which is on loan to the Zoo, 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.

D. The Zoo reserves the right to approve any caterer providing food and/or drink at the Facilities. The Zoo further reserves the exclusive right to provide all merchandise in connection with the usage of the Facilities hereunder. Consumption of alcoholic beverages is prohibited during hours of Zoo operations. Only during afterhour's rentals is consumption of alcoholic beverages permitted, if the necessary liquor licenses have been obtained. All beverages shall remain in the Education Building and only for the designated hours of the event. The City of Salisbury 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 or on Zoo grounds.

E. User shall indemnify and hold the Zoo 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 Zoo 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 determined by the Zoo in its sole discretion, 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 Zoo, with insurance companies acceptable to the Zoo. 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 Zoo with evidence acceptable to the Zoo that such insurance has been obtained and will cover User's event at least seven (7) days prior to the first 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 Zoo and/or being displayed at the Zoo'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. The Zoo 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 Zoo or any of its employees, officers, or agents.

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

J. The Zoo reserves the right to review all copy and approve all forms of advertising or publicity in which the Zoo'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 Zoo harmless from and against any claims to the contrary.

K. 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 Zoo. Should written permission of Zoo be obtained for the erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards, the said erecting affixing, etc., shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by User the Zoo retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.

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

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

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

O. Special Needs:

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

9. NOTICES: All notices to the Zoo shall be deemed to have been adequately and timely given when received in writing by the Zoo's Executive 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 Maryland. 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.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

Salisbury Zoo Representative

User

Signed

Signed

Date

Date