DISC POUNDATION CENTER

Thank you for your interest in utilizing Space Foundation for your upcoming event. This Agreement contains important information about the available event spaces, as well as guidelines for usage.

Important Contacts

Kris Winchell Sales Support Coordinator 719-362-8171 <u>kwinchell@spacefoundation.org</u> Amber Bradish / Tori Rick Event Coordinators 719-362-8196 / 719-362-8194 abradish@spacefoundation.org trick@spacefoundation.org

Event and Conference Spaces

Space Foundation Discovery Center - El Pomar Space Gallery (9,500 sq ft)

- Unique venue accommodates up to 200 people
- > Allows for a variety of reception and catering arrangements
- Event layout is dependent upon Space Foundation's activities, exhibits and other displays at the time of the event and may be subject to modification

Area 51 (2,400 sq ft)

- > Accommodates up to 200 people for reception, and up to 120 people for seated meals
- > Large screen display with projector and sound system available
- > Full kitchen available

Area 52 (3,000 sq ft)

- > Accommodates up to 250 people for reception, and up to 150 people for seated meals
- Private entrance
- > Portable Screen with projector and sound system available

General James E. Hill Conference Room (975 sq ft)

- > 18-20 people seated at Conference Table; with additional perimeter seating, up to 35
- > Teleconferencing and audio/visual capabilities
- > Compatible with limited catering arrangements, such as small buffet or boxed meals

General Thomas S. Moorman, Jr., Conference Room (235 sq ft)

- 8 people seated
- Compatible with limited catering arrangements, such as boxed meals

Curiosity Conference Room (450 sq ft)

- > 10 people seated
- > Teleconferencing and audio/visual capabilities
- Compatible with limited catering arrangements, such as boxed meals

Effective for all uses on and after 01/01/2022

Howell M. Estes, III, Conference Room (157 sq ft)

- ➢ 6 people seated
- Collaborative discussions, small meetings
- > Compatible with limited catering arrangements, such as boxed meals

*All capacities listed are for reference only and are dependent upon layout and activities taking place within the event space. Capacities may be reduced due to current county/state health mandates.

Usage Guidelines

During any meeting or event, the following terms and conditions will apply:

- 1. User and User's employees, invitees and agents (hereafter collectively referred to as "User") must respect and care for the facility and furnishings, electronics and appliances, artwork and artifacts on display. User agrees to utilize furnishings and equipment in accordance with each item's intended use and immediately notify the onsite Space Foundation team member of any damage. Damaged items will result in a charge to User for the cost of repair or replacement.
- 2. User will abide by all provisions contained in this Agreement, including, but not limited to, the Safety Precautions and Code of Conduct.
- 3. User must conduct themselves in a manner that does not disrupt other guests or Space Foundation team members. Space Foundation reserves the right to refuse entrance to, or remove and eject from the premises, any User whose conduct is objectionable, disorderly, or disruptive; who is in violation of any law; or who is in violation of this Agreement.
- 4. Prior approval is required if User intends to serve alcohol at any meeting or event. During business hours, alcohol must be contained within the private event space. A professional third-party bartender must be hired to serve any alcoholic beverages. Such professional bartender(s) must not serve alcohol to anyone under the age of 21 or to anyone who appears to be intoxicated. Cash sales of alcohol are not permitted.
- 5. User will not enter Space Foundation team members' adjacent offices and workspaces without permission.
- 6. User will not bring pets (except service animals) into the facility for any purpose during the period of use.
- 7. User may not sell any merchandise on the premises.
- 8. User may not charge a fee for meeting participation, except to cover catering expenses and/or program costs and materials.
- 9. There is sufficient parking in front of Space Foundation. User should advise all attendees where to park prior to the meeting or event.
- 10. User must notify the Event Coordinator or other Space Foundation team member immediately in the event of any accident or injury.
- 11. User may not smoke in the building or within 100 feet of the entrance, and then only in designated smoking areas.
- 12. The use of candles or any open flame is prohibited in or near the building.
- 13. The use of glitter and/or confetti is prohibited.
- 14. All fees and expenses will be invoiced prior to the meeting or event. Payment remittance to Space Foundation is expected within thirty (30) days following the invoice date.

Safety Precautions

For the safety of our guests and the museum, Space Foundation requires professional security personnel to be added to all events taking place after normal business hours. A charge of \$50.00 per hour, per officer, with a minimum of 4 hours, will be paid by the User. For events over 100 people, a second officer will be required at the same rate.

User must provide at least one person, stationed in the lobby, to check in User's guests. Space Foundation will provide a table and seating for this purpose. The User's check-in person will be responsible for:

- > Ensuring that only those on the User's guest list are permitted entry
- Monitoring to ensure guests do not enter "Team Member Only" areas or the Space Foundation Discovery Center gift store

All guests must be checked in within one hour following the designated event start time. If event is being held after normal business hours, the main lobby door will be disabled. If any person arrives after this time, entry must be permitted, in person, by the User, and accompanied by a Space Foundation team member.

At no time will any Space Foundation access door be propped open, left ajar, or otherwise left open. This includes the main lobby doors, the side entrance to the lobby area and all emergency exits and doors in the loading dock area. If open, access must be monitored by appropriate Space Foundation team member(s) or volunteer(s) designated by a Space Foundation team member.

Space Foundation reserves the right to refuse entrance to, or remove and eject from the premises, any person associated with User, or present at the event, whose conduct is objectionable, disorderly, or disruptive; who is in violation of any law; or who is in violation of this Agreement. Space Foundation conveys this right and authority to the Space Foundation team member in charge of the meeting or event. User, or any member of the catering/bartending or other support staff, or any volunteer/docent supporting the meeting or event, are asked to refer concerns to the Space Foundation team member in charge. Should expulsion from the premises occur, no refund will be issued.

Firearms, weapons, and explosives, either openly carried or concealed, are not permitted on the private grounds of the Space Foundation; this applies to visitors with firearm permits, but does not apply to active-duty law enforcement personnel authorized to carry firearms

The liability and indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such action.

Day of Meeting or Event: Room Use, Layout and Cleanliness

Room rental includes use of Space Foundation tables, chairs, and basic black linens. Upgraded options are available for an additional fee. Space Foundation Event Staff will have the room clean and set to User's specifications prior to arrival. Upon arrival, Event Coordinator will meet User in the lobby and escort User to the event space. Room layout will be reviewed with User to ensure it meets the discussed specifications. Furnishings should not be moved or rearranged without the assistance of the onsite Event Coordinator.

Fee Structure (Rentals, Setup/Cleanup, Cancellation, Misc.)

All rentals will be blocked for a minimum four (4) hours, which includes one hour advance time for User's arrangements and decorating, as well as one hour follow-up for User's clearing up of their items and cleaning. Additional hours may be purchased at the Hourly Rate shown.

Standard Rental Fees	Min. Base Rate (for 4-hour rental)	Hourly Rate (after 4 hours)
Hill	\$320	\$80
Estes	\$120	\$30
Moorman	\$160	\$40
Curiosity	\$240	\$60
Area 51	\$800	\$200
Area 52	\$800	\$200
Gallery	\$2,000	\$500

Non-Profit Rental Fees* (for 501(c)(3), military, government)	Min. Base Rate (no hourly minimum)
Hill	\$60/hr.
Estes	\$0
Moorman	\$0
Curiosity	\$45/hr.
Area 51	\$150/hr.
Area 52	\$150/hr.

*All non-profit groups must include a copy of the organization's tax identification certificate with the signed contract to receive nonprofit rates. Representatives of military groups must present military photo identification.

Location	Setup/Cleanup Fees (charged on a per-rental basis)
El Pomar Space Gallery	\$750
Area 51 (100 or less people)	\$250
Area 51 (101-200 people)	\$500
Area 52 (100 or less people)	\$250
Area 52 (101-200 people)	\$500
Hill	\$75
Curiosity	\$50
Estes	\$25
Moorman	\$25

*If Space Foundation determines the room is left in an unsatisfactory condition, User will be charged a labor fee at rate of \$100 per hour for any additional cleaning required

The following is an itemized list of what is include with the room rental/setup/cleaning fees:

- Use of the event space for minimum of 4 hours (this minimum is waived for Military and Non-Profit Organizations); additional time for setup / tear down is available for a fee.
- Event Coordinator to assist with event logistics; available throughout the event to offer professional guidance and assistance with use of Space Foundation facilities.

- Room setup to include Space Foundation tables, chairs, linens, and complimentary "space spray" centerpieces (does not include setup of client provided décor or food and beverage).
- > Assistance with connection to in-house sound equipment (use of mic and podium included).
- User is responsible for cleanup of kitchen area, placing trash in receptacles, and removing any décor/personal items. Failure to do so will result in additional cleaning fees.
- Cleaning Fee covers removal of trash bins, vacuuming & mopping of floors, and laundering of soiled linens post event by Space Foundation staff.

Upon confirming User's rental of meeting or event space, User agrees to remit to the Space Foundation a deposit equivalent to 50% of the Room Rate estimated for User's event, plus 100% of the Setup/Cleanup/Security Fees estimated for User's event. Any remaining balance is due fourteen (14) days prior to event.

The facility will be presented to User in clean and usable condition. User agrees to leave the room in the same clean and usable condition. User agrees to immediately notify Event Coordinator if any damage occurs, or if special cleaning needs exist after User's meeting or event. If the facility is left in an unsatisfactory condition, User may be subject to additional custodial fees and carpet cleaning expenses.

Other Fees		
(charged to all Users on a per rental basis)		
Linens - White Overlays	\$10 per Table	
Upgraded 3D Printed Centerpieces with glass base plate	\$10 per Table	
Flip Chart with Easel and Markers	\$25 each	
Mars Robotic Laboratory (includes docent or team member to guide demonstration, and all supplies necessary)	\$150 per hour	

Cancellation Fees		
(charged to all Users, as applicable, with exception of inclement weather or		
county/state mandated closures)		
14 days or more advance notice	No cancellation fee	
Less than 14 days' advance notice	Full deposit retained by Space Foundation	

Information Technology and Audio Visual

User must operate all information technology (IT) and audio visual (AV) equipment in accordance with each item's intended use and immediately notify the Event Coordinator or other Space Foundation team member of any damage or malfunction. Lost or damaged items will result in a charge for the cost of repair or replacement.

Room rental includes use of wifi, wireless mic, podium, and house sound system. Projection/Screen packages are available for an additional fee. Should User have IT or AV requirements in addition to Space Foundation's standard equipment or capabilities, please discuss those with Event Coordinator, who will make referrals to external service provider(s).

Catering, Food & Beverage Services

To adhere to health and safety precautions, all food & beverage must be provided by an approved caterer, a certified kitchen or prepackaged. Caterers must come from the preferred vendor list. If your caterer is not on our preferred vendor list, they must be pre-approved by the Event Coordinator. Caterers will be required to provide delivery, set up and, in the cases of large buffets or plated functions, serve all food. Groups of fifty (50) or more require a minimum of two (2) professional third-party or catering event staff for food service. Space Foundation staff are not licensed to serve food and beverage.

If User wishes to provide alcoholic beverages at the Event, Space Foundation requires an approved and certified thirdparty bartender be utilized to serve any and all alcohol. Proof of certification must be presented to Space Foundation one week prior to event. This helps to ensure those being served are of legal drinking age and that no guests are inadvertently over-served. A list of approved professional bartending services will be provided by the Event Coordinator.

Inclement Weather Policy

Inclement weather in Colorado Springs may result in early closure, delayed opening or cancellation of activities at Space Foundation World Headquarters and the Ackerman Conference Center. Space Foundation's policy mirrors Colorado Springs School District 11. If District 11 is closed, the Ackerman Conference Center will be closed; if District 11 has a two-hour delay, the Ackerman Conference Center will also have a two-hour delay; and so forth.

Closure and delay information is available on our website: <u>www.DiscoverSpace.org</u> or by calling our headquarters at 719.576.8000. Please share this information with meeting or event attendees and communicate any delays or closures. If event is after normal business hours or on the weekend, please contact Event Coordinator via email: <u>eventbookings@spacefoundation.org</u>.

Liability and Indemnification

User agrees to and shall indemnify, defend, and hold Space Foundation, its officers, directors, partners, agents, members and employees, harmless from and against any and all claims, demands, losses and liabilities, damages, costs and expenses (including attorneys' fees and expenses) or death of or injury to any person or damage to any property whatsoever arising out of User's negligent acts or omissions, or relating to User's breach under these terms and conditions. This includes, but is not limited to, any actions derived from the use, sale, and consumption of alcoholic beverages at Space Foundation after prior permission. User agrees to pay for all damage to the Ackerman Conference Center and any common areas at Space Foundation caused by misuse or neglect by User.

Military and government excepted, at all times during the use of the Ackerman Conference Center, User shall, at its sole expense, procure and maintain commercial general liability insurance, including bodily injury and property damage liability, and fire damage liability against any and all damages and liability, including attorneys' fees and expenses, on account of or arising out of injuries to or the death of any person or damage to property, however occasioned, in, on, or about the Space Foundation's premises in amounts not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, and \$50,000 fire damage liability.

Code of Conduct

Space Foundation is dedicated to fostering a safe environment for visitors, guests, team members, volunteers, and any other personnel who may support meetings and events. Every effort is made to ensure a harassment-free experience for everyone. Harassment of any kind, towards any person of any age, will NOT be tolerated. Harassment includes, but is not limited to:

- Offensive or inappropriate verbal comments related to any characteristic, including, but not limited to, race, color, religion, national origin, age, gender, sexual orientation, citizenship, family status, disability status, or veteran status;
- > Deliberate intimidation of any person attending or working the event;
- > Intrusive or inappropriate photography, video recording, audio recording, or online posts;
- Sustained disruption of presentations, talks, or other aspects of an event, or sustained disruption of or interference with any person attending or working the event;
- Inappropriate physical contact; and
- Unwelcome sexual advances or sexual attention.

If a person engages in harassing behavior, the Space Foundation retains the right to take any actions to maintain a welcoming, safe environment for everyone. These actions include, but are not limited to, warning the offender or removing the offender from the meeting or event (without refund).

If anyone experiences or witnesses any form of harassment at any point during an event, please locate and notify the Space Foundation team member overseeing the event. If that person cannot be immediately located and notified, please contact Amber Bradish at 719.362.8227 or Tori Rick at 719.362.8194.