



Terms and Conditions for BIRTHDAY PARTIES

This is an Agreement between the Florida Museum of Natural History (hereinafter referred to as “FLMNH”), University of Florida and

Parent/Guardian/Party Giver: _____
(hereinafter referred to as “the host”)

Date & Time of Party: _____

FLMNH and the host hereby agree that the host shall have the right to use the FLMNH/Powell Hall as set forth above, subject to the following terms and conditions:

1. COST:

- a. The host agrees to pay the sum of \$_____, as set forth in the Reservation form, attached hereto and incorporated herein by this reference. In addition to that amount, a **refundable damage deposit in the amount of \$50 must be paid upon execution of this Agreement** and the remainder must be paid no later than _____, **two weeks before event**. The deposit will be used to reimburse FLMNH for any damages caused by the host and any additional cleanup made necessary by the host. The deposit will be refunded to the extent not needed.
- b. **Full payment is due 10 business days before the event**. When the Agreement is signed less than 10 business days prior to the event, immediate full payment is required.
- c. If scheduled to tour the Butterfly Rainforest, payment for tickets will be made the day of the party. **The butterfly themed party will include 10 children’s tickets and 2 adult tickets. Additional children are \$19/each, with a maximum of 15. Additional adult admission into the Rainforest is \$7.50/each and the responsibility of the host.**

- 2. CANCELLATION TERMS:** If the host provides FLMNH with written notice of cancellation more than 10 business days prior to the event, the rental fee paid, minus a **20% administrative fee**, shall be refunded. If the host cancels **within 5 business days of the event, a fee of \$50 plus 20% administrative fee** will be charged. Rescheduling upon the host’s request within 5 business days of the event is considered a cancellation and will incur the same fee. FLMNH is not responsible for weather related cancellation.

- 3. SMOKING:** Smoking is not permitted anywhere within the FLMNH.

4. PHOTOGRAPHY:

- a. Casual photography for personal use is allowed, except when PHOTOGRAPHY PROHIBITED signs are posted for special exhibitions.
- b. Only hand-held cameras are permitted in all exhibit areas, but video cameras and lighting equipment may be used within the classroom during the birthday party.
- c. Unless with approval from the Museum, photography for any form of publication is prohibited.

5. **DÉCOR:**
 - a. Due to the threat of pest infestation and damage to exhibitions, artifacts and specimens, floral arrangements and plants must come from a retail florist.
 - b. Open flames are not permitted within FLMNH. Generally, the use of cake candles is permitted.
 - c. Balloons attached as centerpieces are allowed. No individual balloons are permitted.

6. **CLEANUP:** FLMNH should be left in the same condition as it was prior to the event. All cleanup, including the proper disposal of food, beverages, garbage and the sweeping of floors, is the responsibility FLMNH.

7. **DEPARTURE:** Reservation time of the event is _____ to _____. If the event extends beyond the above noted reservation time, the host will pay FLMNH **\$10 per quarter-hour** for the time that the event extends beyond the reserved time. FLMNH, through the damage deposit or by additional payment, may collect this fee if not paid directly by the host to FLMNH by the end of the event.

8. **PARKING:**
 - a. The Cultural Plaza parking lot and parking garage is a University of Florida lot operated under the auspices of the University of Florida Traffic and Parking Committee and its regulations. Parking is available there without restrictions after regular business hours. Regulations apply to ALL vehicles.
 - b. There is no reserved parking for birthday parties. **Parking restrictions are generally in effect from 7:30 – 4:30 Monday through Friday.** Limited metered parking is available near the Museum. There is paid parking available to the public in front of the Harn Museum of Art. **Parking is free on weekends.**
 - c. You may load and unload vehicles in the circular drive at the entrance of the Museum.

9. **DAMAGES:**
 - a. Any damage shall be reported to FLMNH as soon as damage is discovered.
 - b. FLMNH has the right to inspect and determine damages up to 24 hours after each event and to determine whether an outside vendor will be needed for repairs.
 - c. If any portion of FLMNH, its facilities and equipment is damaged by any act, omission, default or negligence of the host, his/her agents, employees, patrons, or guests, the host shall pay FLMNH upon demand the cost of repairing the damages in excess of the security deposit.

10. **MISCELLANEOUS:**
 - a. This Agreement includes all the terms and conditions agreed upon by the parties and no oral agreements or representation shall be valid or binding upon the parties hereto, and this Agreement may not be modified in any manner except by written agreement signed by both parties hereto.
 - b. The host agrees to indemnify and hold harmless the Florida Museum of Natural History, (FLMNH), the University of Florida Board of Trustees, (the “University”), and their officers, employees, servants, and agents from any and all liability, claims, demands, actions, and causes of action whatsoever, including attorney’s fees and costs, arising out of or related to any loss, damage, or injury, including death, that may be sustained by attendees, whether caused by the negligence of the host, the FLMNH, the University, or otherwise, while participating in this event or related event activities, or while in or upon the premises where the event or activities are being conducted.

I have read and agree to the above terms and conditions.

Host

Date