



Facility Rental Agreement

1. Use of Premises

The Undersigned on behalf of Client hereby agrees to rent from The Living Desert, a California non-profit corporation, such facilities and services as listed herein. The Living Desert agrees to grant Applicant limited use of The Living Desert grounds. Use is restricted to agreed upon area, and access to grounds is not available. Said premises shall be available for occupancy from agreed upon time, and not continue beyond specified time in contract without permission of The Living Desert. Outside rentals and/or equipment must be removed by 2:00 a.m. unless other arrangements have been made. Use of the facility for storage or breakdown the following day may be subject to a usage fee up to the full rental amount. Security charges will apply for daytime events if rentals and/or equipment are not removed by 5:00 pm. The Living Desert is not responsible for items left on its premises whether they belong to the Client or a vendor/supplier with whom the Client has contracted for rental equipment. Client may have access in parking lot; however, The Living Desert is not obligated to furnish parking to Client.

2. Condition of Use

The primary business of The Living Desert is operation of the zoo and gardens. Our primary concern is the safety and well being of the animals and people at The Living Desert, and the preservation of our botanical collection. To support these concerns and to insure the safety of the Client, The Living Desert has the right to terminate, move the location of the event, and/or change or terminate aspects of our animal programming for the event. If the Client causes termination, then the Client will not be entitled to any reimbursements of payments made. If the Client does not cause termination, then all payments made by the Client will be refunded in full.

3. Fees

Client agrees to pay all suggested fees and possible fees identified in the contract. Applicant further agrees and understands that they are responsible for repair and/or replacement of damage to premises, fixtures, appliances, or landscaping resulting from the use of said premises.

4. Payment/Deposit

A \$500 non-refundable deposit is required to reserve a facility at The Living Desert and will be applied to the final bill. One-half of the total fees for facility rental shall be due a minimum of thirty (30) days prior to the event. Lack of receipt of deposit required, as set forth in this contract, will be grounds for cancellation of said event. Upon receipt of the partial payment, all prices and offerings are confirmed. The remainder of the unpaid balance is due (5) working days prior to the event date unless other arrangements have been made.

5. Cancellation Policy

The \$500 deposit required to reserve a facility at The Living Desert is non-refundable, but transferable for one calendar year from the originally scheduled event date. If Client cancels prior to (30) days of the reserved date, any fees paid other than \$500 deposit may be refunded, less any portion spent on behalf of Client request (i.e. out-of-pocket expenses such as scheduled labor or rented equipment). If the cancellation occurs less than twenty-nine days (29), any fees paid shall not be refunded, but are transferable for one calendar year from originally scheduled event date.

6. Indemnity Clause

Client shall indemnify and hold The Living Desert harmless from any claim, liability, loss, damage, cost, expense, including reasonable attorneys' fees, award, fine or judgment with respect to, or arising out of, the use of the facilities. This includes, without limitation, any such claims, liability, loss, damage, cost, expense, award, fine or judgment arising by reason of death or bodily injury to persons, injury to property arising by reason of client's alleged or actual negligent act, regardless of whether such act is active or passive. Client shall not be obligated to indemnify The Living Desert with respect to the sole negligence or willful misconduct of The Living Desert, its agents, servants, or employees who are directly responsible to contractor.

7. Decorations/Theming/Entertainment

All decorations, theming and entertainment must be approved by The Living Desert representatives at least fourteen (14) days prior to the event. The Living Desert reserves the right to refuse any decoration, theming or entertainment that may be considered a human health or safety problem, cause damage to our property or harm or harass the animals in our collection. No balloons, confetti, rice, or fireworks are allowed. The noise level of the proposed entertainment must be approved appropriate to the location by The Living Desert representative. No open flames are allowed, but votive candle lights and enclosed candles are acceptable for use.

All outdoor entertainment, including bands, disc jockeys, and sound systems must end by 9:00 p.m. Sunday through Thursday and 10:00 p.m. Friday and Saturday.

8. Graphics & Publicity

All invitation copy, pamphlets, flyers, e-vites and related publicity must be submitted to the Facility Rental and Marketing departments for approval at least (30) days prior to the event. The Living Desert will provide camera-ready or web sufficient art upon request.

9. Audio/Visual

Client shall only use devices or instruments operated by and/or approved by The Living Desert. This includes all sound systems, video and digital cameras, digital projectors, loudspeakers, live feeds, broadcasts, excessively bright or flashing light devices, or effects of which shall be audible or visible beyond the confines of the premises which may be reasonably considered disruptive to The Living Desert or its neighbors.

10. Image Release

Client agrees, upon request, to allow The Living Desert to photograph, videotape or otherwise record images of event and guests attending event for promotional purposes.

11. Catering & Alcoholic Beverages

All catering will be provided by The Living Desert. Outside caterers may only be permitted should the caterer be approved by The Living Desert, and agree to pay The Living Desert \$10.00 per guest for "kitchen and facility use fee." The Client will not sell or serve any food or beverages at the facility or allow any food or beverages to be brought into the facility without prior consent of The Living Desert. All beverage service will be provided by The Living Desert and is subject to the regulations of the Alcoholic Beverage Control Board of California. The Living Desert reserves the right to refuse service to anyone. Consumption of all alcoholic beverages will be confined to the event area. Persons under 21 will not be served. If consumption appears to be excessive, that Client will be given a courtesy notice. Failure to control the situation will result in immediate cessation of bar services, but all bar guarantees and labor charges will be invoiced.

12. Applicant's Conduct

Client shall not use, or permit on the premises, anything that may be dangerous to life or limb. Client, its offices, agents, employees, invitees, representatives, and/or guest, as well as any other persons that may enter, shall not deface or injure the premises or any part thereof, or do anything or permit anything to be done on the premises which shall create a nuisance or which shall injure the reputation of The Living Desert. Client shall observe all rules, regulations, codes, and ordinances established by the United States Government and the State of California.

13. Right of Access

A Living Desert representative may enter the premises at any time during event and observe Client's actions.

14. Security & Safety

Security is mandatory at all events, and is determined and scheduled solely by The Living Desert. For standard rentals, security is required from one hour prior to the arrival of the guests and until the Clients and all outside vendors have left the property. For events of over 250 guests, The Living Desert requires that Medical Assistance and Animal Emergency personnel be added to the security detail.

Please sign and date this document and fax or email to The Living Desert at address listed below.

Client Representative: _____ Date: _____

Living Desert Representative: _____ Date: _____

47900 Portola Avenue, Palm Desert, CA 92260

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