



IMAGINATION STATION FACILITIES USE / BIRTHDAY AGREEMENT

(A) This Facilities Use Agreement ("Agreement") is executed (**Date signed**) _____, by and between The Imagination Station ("Museum") and _____ ("**User**") to use designated portions of the Museum's facility located at 600 N. 4th St. Lafayette, IN 47901 for User's event on _____, (**Event Date**), at _____ (**Event Time**) pursuant to the terms and conditions of this Agreement.

(B) User agrees to (**Circle**):

(Non-Member **Event-\$260**) (**Member Event-\$200**) (**Membership Bundle-\$310**)

The user agrees to pay a deposit of \$50 at present to reserve the date, with the remainder payable by the date of the event. The deposit will be subtracted from the final total. In exchange, the Museum shall allow User to host the event in its facility, with private access to the Party Room and public access to the rest of the facility, subject to limitation at the staff's discretion.

(C) User expects no more than ____ persons (including minors and adults) in their group. User's Event is for the purposes of (circle): (**Birthday**) (**Meeting**) : _____

Birthday Party: **Name of Birthday Person** _____

Birthday Party: **Age they will be turning** _____

Birthday Party: **Paper Products – Y/N** -

Experiment: Y/N Which experiment would you like? _____ **\$70**

charge for any requested experiments.

Approximate number of children participating in experiment _____

(D) User agrees that it will be subject to potential additional fees or cancellation if (I) the number in their group exceeds the number provided above, (II) their Event is not consistent with what is described or identified above, (III) if the User or their group violate any other provision of the Agreement or (IV) reasonable instructions of staff.

(E) The Event shall be private and shall include only bona fide guests, members, employees and/or patrons of the User's group. The Event shall in no way be for the purpose of (a) engaging in propaganda, attempting to influence legislation, or intervening or participating in a political campaign; (b) engaging in a religious ceremony or ritual; (c) advocating the violation of any law; or (d) engaging in hate speech. The User shall provide an individual at the entrance to monitor and approve admittance during the Event for the first half hour scheduled for the Event.

(F) Any and all uses of Museum's logo, likeness or name may only occur with Museum's prior consent. User agrees to submit any information containing the Museum's logo, likeness or name, including press releases, programs and invitations, to the designated Museum representative for approval prior to distribution. User is responsible for any and all costs associated with the retraction of all materials and all costs associated with any reprint, edit, reproduction and/or any costs associated with the production of corrected material.

In the event that User uses the Museum's logo, likeness or name in any way that jeopardizes the Museum's tax exempt status or is disparaging or unfavorable to the Museum or its reputation, the Museum may terminate this Agreement and cancel the Event at any time, including but not limited to the time in which the Event is in progress. In such case, the Museum shall retain all sums that have been paid at that time. Any such determination shall be pursuant to the Museum's designated representative's sole discretion and shall be binding and final. The Museum shall not be liable to the User or the Caterer for any of the charges and any of the deposits owed or made to the Caterer.

- (G) User shall neither sell nor take anything of value without the written consent of the Museum.
- (H) At all times during the Event, User shall ensure that no attendees at the Event engage in behavior inappropriate for a museum hosting young children and that no music played or performed at the Event contains or describes elements inappropriate for a children's museum. As used herein, behavior or elements "inappropriate for a children's museum" include, but are not limited to, profanity, sexually suggestive language or actions, drug abuse and/or excessive or underage drinking.
- (I) User further asserts that it is not a practitioner nor advocate of discrimination based upon race, creed, color, sex, national origin, age or condition of handicap and that the Museum premises will not be used in such manner.
- (J) The Museum is a smoke-free environment; therefore, no smoking is allowed on any Museum premises, which includes all Rental Space, outdoor spaces and all parking facilities.
- (K) If User cancels the Event at any time for any reason, the Museum reserves the right to retain all payments made by User to Museum, not as a penalty, but to cover Museum's work and expenses related to preparations for the Event and to account for the fact that, once the Event date is held for user, that date becomes unsellable for other events.
- (L) User shall not alter, repair, add to, deface, improve or change the Museum premises or other Museum property in any manner whatsoever. The Museum premises shall be vacated when required pursuant to this Agreement and maintained in as good condition as upon entry of the User, reasonable wear and tear accepted.
- (M) User shall indemnify and hold harmless Museum from and against any and all claims, damages, liabilities, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of or related in any way to the Event, including for injuries or death resulting from Museum's alleged negligence, User's use of the Rental Space or other Museum facilities or property, User's breach of this Agreement, or the violation of any laws, rules or regulations during the Event.
- (N) In the event of a breach of this agreement or if the Museum must initiate legal action to enforce its rights under this contract and/or any other legal theory for damages arising out of the use of its facilities in this agreement (e.g., damage to museum property) against the User, its guests, caterers, or contractors, User agrees to pay all reasonable attorney's fees and costs related to said action(s).
- (O) This Agreement embodies the entire agreement between the Parties regarding the terms of the Agreement and supersedes all oral statements and prior writings relating to this Agreement. All signors to this Agreement represent that they have all necessary authority to execute this Agreement. All signors represent that they sign this Agreement knowingly and voluntarily.

Imagination Station: Signature

USER: _____ Cell # _____

Date: _____ Email: _____

