

Catered Events

APPLICATION FOR USE OF THE NATIONAL AQUARIUM, WASHINGTON, DC

CLIENT INFORMATION

Organization:

Organizational Purpose:

Organization's URL:

Organizational Status:

- Government Agency For-Profit Non-Profit
 Other (please specify):

Street Address:

Mailing Address (if different):

City:

State:

Zip:

Primary Contact:

Title:

Phone:

Cell:

Fax:

Email:

Co-Sponsoring Organizations:

Event History (previous locations):

Client Initials:

Date:

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All organizations wishing to host a function at The National Aquarium Society ("National Aquarium, Washington DC") must submit this application to Event Emissary for approval. The organization hosting the event or an event manager acting on behalf of the organization may submit an application. For purposes of this application, either party may serve as the 'User' and sign the contract.

Read the terms of this application carefully, provide all requested information and return to the National Aquarium, Washington DC. This application does not guarantee use of space. The National Aquarium, Washington DC will review the application and may, in its discretion, approve or disapprove the application. The function is not guaranteed until this application is approved, all parties sign the contract and the site fee payment has been received.

For more information:

National Aquarium

Department of Commerce Building
Room B-077

14th Street and Constitution Avenue, NW
Washington, DC 20230

Jenna Mack

202-369-5695

jmack@eventemissary.com

Stephanie Campbell

202-207-5060

scampbell@eventemissary.com

Fax

202-786-0022



NATIONAL AQUARIUM.

14th St. and Constitution Ave., NW
Washington, DC 20230

202-482-2825 • nationalaquarium.org

Conditions Governing the Use of the National Aquarium, Washington, DC

REGULATIONS

- A. The "AGREEMENT FOR USE OF FACILITIES, FOOD & BEVERAGE and SPECIALTY ITEMS" together with the "Application and Conditions for Site Use," and the "Services Addendum," comprise all of the terms of the agreement between the parties, User and the Aquarium. The Agreement for Use of Facilities, Food & Beverage and Specialty Items will be sent upon approval of this application. The services addendum will be sent when selections are made by the client.
- B. All use of the Facilities shall terminate no later than the time and dates stated herein, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date.
- C. The User shall have the use of the Facilities only and for the purposes specified herein.
- D. The Aquarium further reserves the exclusive right to all merchandise concessions, if any, in connection with the usage of the Facilities thereunder.
- E. All services must be coordinated through the Event Emissary.
- F. The Aquarium is a smoke-free environment.
- G. The User shall indemnify and hold the Aquarium harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorney's fees) resulting from or arising in connection with User's use of the Aquarium's facilities.
- H. Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines inside a Federal building is strictly prohibited, unless prescribed for a patient by a licensed physician. Any guest in violation of this regulation will be subject to arrest by law enforcement and/or removal from the event.
- I. The 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 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.
- J. The User is responsible for the safety and good order of all equipment and other property owned by the Aquarium and its vendors, and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced.
- K. Any verbal or printed reference to the National Aquarium, Washington, DC must be approved before distribution. Promotional advertising may not take place until the contract has been approved and the deposit received. The User agrees that the establishment of a partnership with, or co-sponsorship by, the Aquarium of any event or the use of Aquarium facilities will not be implied in any way unless the express written permission of the Aquarium is included as an amendment to this Agreement, and User agrees to indemnify and hold the Aquarium harmless from and against the same. National Aquarium, Washington, DC is a registered trademark.
- L. All of User's property will be promptly removed from the Aquarium by User at the termination of User's use of the Facilities.
- M. The User shall comply with all rules and regulations that may be prescribed from time to time by the Aquarium for the purpose of maintaining the safety, care, good order and cleanliness of the Aquarium premises.
- N. Balloons and confetti are not permitted within the facility.
- O. Parking is strictly prohibited on Department of Commerce property (the location on which the Aquarium is located). Vehicles parked on the property are subject to ticketing and towing at the owner's expense.

CAPACITY

The capacity of the National Aquarium, Washington, DC is limited to 120 guests for a seated dinner and 300 guests for a standing reception.

EVENT TIMING

The available rental time is 6:00 p.m. - 11:00 p.m. Additional hours are subject to approval. Additional fees apply.

RENTAL AND SUPPORT FEES

Rental of the aquarium is \$4,000 plus security and cleaning. The cleaning fee is \$250 per event. Security fees vary per event and are based on the timing and number of guests. Average security costs are \$200 - \$600 per event.

PAYMENT

A deposit of 50% of the rental is due at the time of contract. An additional payment of 50% of the rental fee will be due 30 days prior to the event. Payment for services will be due based on the following scale:

Within five days of signed addendum	25% of the estimated services total
90 days prior to the event	25% of the estimated services total
30 days prior to the event	25% of the estimated services total
10 days prior to the event	25% of the estimated services total

Checks for rental fee and any additional aquarium services should be made payable to:

Event Emissary
PO Box 575
Washington, DC 20044

Credit cards are accepted and subject to a 3.5% service fee. Charges will appear on your credit card as Event Emissary.

CANCELLATION

The Aquarium may terminate this Agreement in its entirety, or as to any time, date or facility, if the Aquarium, in its sole discretion, deems it necessary or desirable to do so. If the Aquarium terminates this Agreement in its entirety, User shall be entitled to a full refund of the fee tendered as set forth in Section 2. If the Aquarium partially terminates this Agreement as to any time, date or facility, User shall be entitled to a pro rata refund in an amount to be determined by the Aquarium. The Aquarium shall not be considered to have in any way canceled or terminated this Agreement, or be in default under this Agreement, if any Aquarium exhibit is not open or available for viewing by User for any reason. No adjustment will be made to the rental fee in the event of any such exhibit closing or unavailability.

All cancellations by the User must be received in writing. The User agrees to pay the following percentage of the Total Estimated Contract Value (rental and services) as cancellation fees based on the following scale:

Date of Cancellation	
more than 180 calendar days prior to Event	25%
between 90 days and 180 days prior to Event	50%
between 60 days and 89 days prior to Event	75%
between 30 days and 59 days prior to the Event	90%
less than 30 days prior to Event	100%

AUTHORIZED USES

Uses of the National Aquarium ,Washington, DC for special events are at the sole discretion of the Aquarium.

LAWS AND ORDINANCES

The client shall comply with all federal and local laws applicable to the activity proposed and to the National Aquarium, Washington, DC rules in respect to such activity. The National Aquarium, Washington, DC is in a federal building under custody and control of the General Services Administration (GSA). All activities associated with this building are subject to the rules and regulations governing the public building and grounds. A copy of the rules applicable to the National Aquarium, Washington, DC is attached to this application and posted in the National Aquarium, Washington, DC. In the event that applicable Federal law is changed to require a revision of the guidelines, the client shall abide by such revision.

SECURITY DEPOSIT

National Aquarium, Washington, DC reserves the right, in its sole discretion, require a security deposit (separate charge) for an event. This deposit may be forfeited in full due to building damage, failure to follow building guidelines or management instructions, or because of excessive cleaning requirements after an event. Additional fees will be billed if damages exceed the security deposit and are payable within 15 days of billing.

PROPERTY REMOVAL

Any property of the client located on the National Aquarium, Washington, DC premises shall be removed promptly at the conclusion of the proposed activity. Property left on the premises after the conclusion of the proposed activity shall be disposed of by the National Aquarium, Washington, DC as it sees fit, and the client agrees to indemnify, defend, and hold harmless the National Aquarium, Washington, DC from any claim of, or liability to the client's service providers and/or event guests in respect to such disposal. If property of the client or any service provider is not removed, the National Aquarium, Washington, DC reserves the right to discard the equipment or items and the client will be liable for any fees incurred by the Aquarium for its disposal.

INSURANCE

The User shall, without expense to, and to the satisfaction of the Aquarium, obtain and carry liability insurance as follows:

- The Client must have not less than \$1,000,000 of general liability insurance pertaining to the event, with National Aquarium, Washington, DC and Event Emissary named as additional insured.
- Certificates of Insurance should be faxed to 202-786-0022. Do not mail copies of certificates of insurance.
- For the purposes of the above stated insurance, the following addresses should be used:

National Aquarium, Washington, DC
Commerce Building B-077
14th Street and Constitution Avenue NW
Washington, DC 20230

Event Emissary
P.O. Box 575
Washington, DC 20044-0575

In no case will the facilities be available without the above stated coverage. The client shall provide insurance certificates at least 30 days prior to the event date. The building will cancel the proposed event if insurance certification is not received by this date.

INDEMNIFICATION

The client shall defend, indemnify and save harmless National Aquarium, Washington, DC, their agents and employees against any and all loss, damage, claim, or liability whatsoever, due to bodily injury or death or damage to property of others arising directly or indirectly out of the exercise by the client of the privilege to hold the proposed activity, or arising out of any other act or omission of the client, its employees, agents, and service providers, including failure to comply with these guidelines.

SMOKING

Smoking is not permitted anywhere within the National Aquarium, Washington, DC. Any smoking by the client's guests may result in forfeiture of the client's security deposit.

OPERATION

The client shall adhere to the activities specified in the application for usage. Any modifications of the proposed activity must be agreed to in writing by National Aquarium, Washington, DC 30 days in advance of the event date. The client shall under no circumstances mar or impair the appearance of the building and its contents, obstruct access thereto, or interfere with the transaction of the National Aquarium, Washington, DC business. Nor shall the client jeopardize the safety of persons or property. The throwing of articles of any kind from or at the building and/or exhibits, or the climbing upon or in displays and exhibits, or any part of the building is strictly prohibited. The client shall keep the premises in a sanitary condition at all times.

NONDISCRIMINATION

The client agrees that no person will be discriminated against in connection with the use of the property on the grounds of sex, age, creed, race, religion, national origin, marital status, or handicapping condition, nor will any person be denied the benefits of or subjected to discrimination in connection with the event. The client will obtain from each person or firm, who through contractual or other arrangements with the client, provides services, benefits, or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the client by law. The breach by the client of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license and forfeiture of fees.

STORAGE

There are no storage facilities available at the National Aquarium, Washington, DC. All property and equipment belonging to the client must be removed immediately after the event.

DISABLED ACCESS

Access for individuals with disabilities is available on both the east and west entrances of the building. Access to the stage is also available if requested at least seven days prior to the event.

ILLEGAL NARCOTICS

Persons attending the event (including but not limited to, the client, guests and service providers) are prohibited from possessing or being under the influence of any illegal narcotic drug, hallucinogen, marijuana, barbiturate, or amphetamine.

GAMBLING

Gambling is not permitted on the premises.

SPECIAL NEEDS

All requests and special needs related to the event should be forwarded in writing to National Aquarium, Washington, DC no later than 10 working days in advance of the event. Such requests shall not be made to persons other than National Aquarium, Washington, DC staff.

PRINTED AND VERBAL REFERENCE TO THE SITE

Any verbal or printed reference to the National Aquarium, Washington, DC must be approved before distribution. Promotional advertising may not take place until the contract has been approved and the deposit received. The User agrees that the establishment of a partnership with, or co-sponsorship by, the Aquarium of any event or the use of Aquarium facilities will not be implied in any way unless the express written permission of the Aquarium is included as an amendment to this Agreement, and User agrees to indemnify and hold the Aquarium harmless from and against the same. National Aquarium, Washington, DC is a registered trademark.

CLOSING

All events must end by the contracted end time.

SECURITY

Security for all events will be provided by National Aquarium, Washington, DC. Estimated fees for security will be provided within the contract. Unless approved in writing by National Aquarium, Washington, DC, outside security companies are not permitted in the building.

GREEN EVENT SERVICES

All events planned at the National Aquarium, Washington, DC must be planned in a manner that protects our environment and reduces the event’s impact on the earth. Our special event team will work with each client to custom design the perfect event. To ensure that events are “green,” all services must be booked through the Aquarium. Such arrangements include, but are not limited to:

- Food and Beverage (the Aquarium offers multiple catering options)
- Audio-Visual Equipment
- Decorations
- Ambient Lighting
- Floral Arrangements
- Valet Parking

At the discretion of the Aquarium, certain vendors, including but not limited to: entertainment, photographers, and videographers may be contracted by the client directly.

EVENT GUARANTEES

Catering guarantees are due five full business days prior to the event date. If an adjusted guarantee is not provided, the guest count from the services addendum will be used as the final guarantee. If the final guarantee is more than 10% less than the original guarantee, per person prices may increase. After the final guarantee is made, guests counts can increase permitting they remain lower than the building capacity. Food substitutions may be necessary to accommodate the increased number of guests and at the discretion of the Aquarium. A surcharge for last minute increases may apply if made less than 24 hours prior to the event.

SIGNATURE OF AUTHORIZED OFFICIAL

On behalf of the organization named below, I certify that I have read, in full, this application, and the organization agrees to abide by the National Aquarium, Washington, DC’s terms, if application is approved.

Name of Applicant Organization:

Name of Authorized Representative (Print Name):

Title:

Signature :

Date: