



PITTSBURGH ZOO & AQUARIUM FACILITY RENTAL CONTRACT

Contract Date _____ Booking Number _____ Event Date _____

Organization/Group Name University of Pittsburgh

Name of Event _____ Rental Time (between 9:30a-2:30p)

Zoo Rental Facility _____ Facility Rental Amount _____

Planning Contact _____

Day-Of Contact _____

Mailing Address _____ Anticipated Guest Count _____

Admission Price _____ Catering Needs _____

Admission applies to Daytime Events and Special Evening Events only

Shuttle Rental N/A Shuttle applies to evening events at \$65 per hour, 5 hour minimum rental. If shuttle must stay for an additional period of time due to guests or clients, the client ("Organization/Individual(s)) is responsible for any additional charges. A second shuttle is required for guest counts exceeding 100 in the Aquarium and Water's Edge and strongly recommended for guest counts exceeding 175.

Deposit Received: _____ Date Received: _____

Deposit Balance Due: _____

The deposit due is based upon 100% of the facility rental cost plus 50% of the anticipated admission costs, nonrefundable. The remaining balance is due prior to the Event. We accept checks, money orders and American Express, Visa, MasterCard or Discover. For Daytime events, your group will need to pre-pay for admission no later than three weeks prior to the date of the event. No refunds will be given for unused admission wristbands and unused wristbands are non-transferrable.

A second payment, due after your Event, will be any other *authorized* costs accrued the day of the Event. Please make checks payable to the **Pittsburgh Zoo & Aquarium**. Please return this Contract to **One Wild Place, Pittsburgh, PA 15206, c/o Caroline Novak**. The SSA Group will bill you separately for all catering costs.

Please sign (and return within two weeks) one copy of this Contract and the last page of the "Terms and Conditions" together with a deposit of \$ _____, *which will be paid following the Contract*. **UNLESS THE CONTRACT AND DEPOSIT ARE RECEIVED WITHIN TWO WEEKS OF THE CONTRACT DATE, THE ZOO HAS THE RIGHT TO CANCEL THE RESERVATION.**

Thank you for choosing the **Pittsburgh Zoo & Aquarium** to host your special Event.

Customer Name: *(Please print)* _____

Customer Signature: _____ Date: _____

Zoo Representative Name: Caroline Novak, Private Events Manager

Zoo Representative Signature: _____ Date: _____

The facility rental fee does NOT include **admission**, china, glassware, linens, dance floor, or silverware. The rental fee only includes a limited number of tables and chairs. If you have any questions, please call the Private Events Manager at 412-365-2536.

PITTSBURGH ZOO & AQUARIUM FACILITY RENTAL ADDITIONAL TERMS AND CONDITIONS

RULES AND REGULATIONS All organizations must abide by the Rules and Regulations as stated in this Contract. The Pittsburgh Zoo & Aquarium (hereinafter, the “Zoo” or “Our”) reserves the right to amend, modify, and/or revoke the permission granted for failure to abide by any of the stated rules and/or regulations.

DEPOSIT POLICY You have reserved specific areas of the Zoo for your Group’s exclusive use. A deposit is required to confirm and guarantee your reservation and to protect the Zoo in the event of cancellation. IF THIS SIGNED CONTRACT AND THE APPROPRIATE DEPOSIT ARE NOT RECEIVED WITHIN TWO WEEKS OF THE CONTRACT DATE, THE PITTSBURGH ZOO & AQUARIUM RESERVES THE RIGHT TO CANCEL YOUR RESERVATION. The Zoo accepts all major credit cards and cash, checks and money orders. Checks should be made payable to the *Pittsburgh Zoo & Aquarium*.

PAYMENT POLICY The Contract must be paid in full three weeks prior to the Event date. Any unforeseen authorized costs that occur on the day of the Event will be billed at a later date, including, but not limited to admission costs if applicable.

CANCELLATION/REFUND; FORCE MAJEURE (a) **Cancellation by Group.** All amounts paid by the Group are non-refundable in the event of cancellation by the Group, except as expressly provided in subsection (d) below. (b) **Inclement Weather.** No refund will be given due to inclement weather, unless such weather conditions rise to the level of the force majeure event under subsection (d) below. (c) **Cancellation by the Zoo.** The Zoo reserves the right to cancel the Event at its discretion. In such event, the Zoo shall refund the deposit paid by the Group but shall have no further liability or payment obligation to the Group. (d) **Force Majeure.** Neither Party will be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include acts of God, acts of a public enemy, acts of a civil or military authority, embargoes, quarantine restrictions, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, epidemics, labor strikes or any other circumstances of like character. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable. For the avoidance of doubt, the parties acknowledge and agree that any pandemic or national or regional emergency that renders the Event reasonably unsafe or against the Group’s requirements, expectations, standards, guidelines, policies or procedures may be canceled without any payment obligations and without liability hereunder.

DAMAGE THE ORGANIZATION, ITS AGENTS, OR EMPLOYEES SHALL BE RESPONSIBLE FOR ANY AND ALL UNDISPUTED DAMAGES TO THE ZOO FACILITIES BEYOND NORMAL WEAR AND TEAR that are caused directly or indirectly by negligence or misconduct of the Organization’s employees, agents, or assigns. In the event of damage, the Zoo shall provide written notice to the Organization within 30 days with a detailed accounting that sets forth an explanation of the charges, and the Organization will reimburse the Zoo the total needed to restore the property to its original conditions for all undisputed damages caused by the Organization during the Event. Such reimbursements will be made within 30 days of the Organization's receipt of an undisputed invoice. The Organization, its agents, or employees shall defend, indemnify and hold harmless the Zoo from all liabilities arising from or connected with the Organization’s use of the facility unless caused by gross negligence.

WAIVER OF CONSEQUENTIAL DAMAGES It is understood by the Organization that certain unforeseen factors beyond the Zoo’s control, and not resulting from the Zoo’s negligence, failure to maintain the facilities in good working order, or willful misconduct, may result in changes to the facilities rented. The Organization hereby waives any and all claims for consequential damages incurred by the Organization due to such factors, including, but not limited to, weather conditions and mechanical failures that occur despite the Zoo’s reasonable maintenance and inspection practices. This waiver does not apply to the return of deposits or refund of amounts paid by the Organization for facilities or services not provided. In the event facilities rented become unavailable due to such factors, the Zoo shall provide the Organization with prompt written notice and shall, at the Organization’s option, either reschedule the event at no additional facility rental charge or provide a pro-rata refund of amounts paid for the portion of facilities not provided.

INSURANCE & INDEMNIFICATION A valid certificate of insurance must be provided prior to the Event.

Minimum coverage includes \$1,000,000 for Commercial General Liability. The General Liability must show evidence for Personal Injury Liability. All coverage shall include the Zoological Society of Pittsburgh and the Pittsburgh Zoo & Aquarium as Additional Insured. Copies of these endorsements must be attached to or noted on the Certificate of Insurance. Each party (each an "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its trustees, officers, employees, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, liability, cost and expenses, including attorneys' fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, "Claims") arising out of or related to the negligent acts or omissions or willful misconduct of the Indemnifying Party or any of its officers, directors, employees, agents, representatives, contractors, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Contract, including Claims for (i) personal injury, including death, and damage to property or (ii) the breach by the Indemnifying Party of any term, representation warranty or covenant under this Contract..

FINAL ARRANGEMENTS The Organization is responsible for providing the Zoo with all the final arrangements at least 3 weeks prior to the Event. Menu pricing cannot be guaranteed without final catering selections and receipt of the signed catering contract through *The SSA Group* 3 weeks prior to the Event. Unless otherwise expressly stated, all times shall be approximate.

ADMISSIONS/TICKETING Each individual attending the Organization's Event during **daylight hours** will be charged admission at the current Group rate. The Organization and its guests are responsible for picking up their wristbands the day of their Event, at the assigned admissions booth unless otherwise stated. Please refer to Our Wristband Policy for more information.

BALLOONS, GLASS CONTAINERS, TOYS, PRIZES, GIVEAWAYS For the safety of Our animals, balloons, loose confetti, stickers, glass bottles or containers, and any objects intended for throwing (such as balls, Frisbees, paddleballs, etc.) are prohibited. Any prizes, giveaways, handouts, etc. must be submitted for approval at least three weeks prior to the Event date by the Zoo's Private Events Department.

DECORATIONS, POSTERS, AND MUSIC No decorations, posters, etc. may be affixed to Zoo property without prior approval by the Zoo's Private Events Department. **Under no circumstances may animals or aquatic life be brought onto Zoo grounds.** The Zoo may, at its discretion, limit the time and/or sound level of live or recorded music. All music and noise must remain at or below eighty-six (86) decibels from the nearest animal or aquatic life exhibit. The Zoo reserves the right to require music and noise to be lowered at any given time during the Event for any reason. In accordance with Pittsburgh City ordinances, all sound levels for outdoor events must cease by 11 pm.

FACILITIES RENTED The Organization is forbidden to access or use any rooms or areas not covered under this Contract. The Organization agrees to pay the Zoo for unauthorized use of facilities not covered by this Contract.

FOOD AND BEVERAGES *The SSA Group is the exclusive caterer for the Pittsburgh Zoo & Aquarium.* The Organization shall not serve food or beverages or allow any food or beverages to be brought onto Zoo grounds without the prior written consent of the Zoo. Any contract or agreement with Service Systems Associates / The SSA Group (the Zoo concessionaire & caterer) is separate from this Contract. Menu pricing cannot be guaranteed without final catering selections and receipt of the signed catering contract through *The SSA Group* 3 weeks prior to the Event.

ALCOHOLIC BEVERAGES The Zoo must approve the consumption or use of alcoholic beverages on grounds. Service System Associates Inc., as a licensee, is responsible for the sale and service of alcoholic beverages in accordance to the rules and regulations of the state of Pennsylvania. All laws from the State of Pennsylvania pertaining to the use and consumption of alcoholic beverages must be obeyed. Alcoholic beverages may not be removed from the premise. In addition, the Zoo reserves the right to instruct the bartenders to stop service to any or all patrons who appear to be intoxicated and/or disorderly. Please do not drink and drive.

OPEN FLAMES No open flames are permitted on Zoo grounds or facilities during daytime events. Open flames are permitted on Zoo grounds or facilities during evening events, so long as the candle is in a vessel. No grilling or cooking is allowed on grounds including under picnic pavilions.

INVITATIONS AND BROCHURES The Organization must submit a copy of any invitations, brochures, etc. to the Zoo's Private Events Department for approval, which said approval shall not be unreasonably withheld. Please allow a minimum of five business days for approval. The Zoo will provide camera-ready artwork of the Zoo's logo, Kids Kingdom logo, and directional map upon request.

PARKING All guests **MUST** park in the Zoo's main visitor lot located near the admission booth area. There is no charge for parking during evening events. The Zoo may not be held liable for any damage occurring to vehicles in the lot.

PUBLICITY All publicity, including press releases, must be submitted to the Zoo's Private Events Department prior to being released for approval, which said approval shall not be unreasonably withheld. Please allow a minimum of five business days for approval.

The University **does not consent** to the Zoo using any Event photography on the Zoo's website, social media sites, or other digital platforms.

SMOKING For the welfare of Our guests and resident animals, the Zoo has a NO SMOKING policy in effect at all times throughout both indoor and outdoor Zoo facilities that includes, but is not limited to, cigarette, other tobacco products and vape smoke. The no smoking policy is in effect during both daytime and evening events.

ANIMALS & RIDES For any group renting an outdoor portion of the Zoo that includes access to exhibits and rides, all rides and outdoor animal exhibits close at dusk. This specific time will be determined by the animals & ride staff supervisors the evening of the Event.

STAFFING / SECURITY The Zoo must be notified at least four weeks prior to the Event if the Organization requests additional staff and/or security. The Zoo reserves the right to schedule additional security at the Organization's expense. The Organization will be charged for all additional staffing.

STORAGE/EQUIPMENT The Zoo assumes no responsibility or liability for equipment or goods on Zoo property. All rental equipment must be pre-arranged with the Zoo's Private Events Department at least one week in advance of the Event, and scheduled to arrive at the Zoo at a predetermined time. Rental equipment must be delivered at least 4 hours prior to the start of the Event, and ***must*** be removed from Zoo property immediately following the Event. If using the Zoo's caterer, *The SSA Group*, to cater the Organization's Event, Zoo staff will set-up and tear down equipment related or utilized for the Event, with exceptions. Additional labor and/or set up or tear down fees may occur through third party vendors, based on the Zoo's operational restrictions. The Organization is responsible for providing the Private Events Department a clear, detailed diagram of desired equipment placement at least three weeks prior to the Event. Placement of equipment will not be changed on the day of the Event unless expressly agreed to by the Zoo's Private Events Department. The Zoo staff reserves the right to make any necessary changes to equipment placement to prevent injury, risk of fire, damage to Zoo facilities, etc.

Please sign where indicated below, and return a copy of this page with your signed Contract. No facilities will be considered rented until the Contract, terms and conditions are returned.

GROUP HAS READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE ABOVE PARAGRAPHS.

Signature of Representative

Organization

Date