

EVENT FACILITY USE AGREEMENT 2023

Event Details			
Name of Event:	Date of event:		
Description of event:	Start Time of Event:		
Contact Information			
Name/Organization:	Name of Individual Contact:		
Mailing Address:	Phone Number:		
	Email Address:		

Fee Schedule

This Fee Schedule, the Event Information sheet and the Terms and Conditions attached hereto constitute a license agreement between the Licensee listed above and Flight Works Alabama for the use of the Facilities identified for the Event.

Rental fees include room conversion, security (unless additional security is needed based on group size), cleaning (unless additional cleaning service is needed), electrical and equipment use, use of available tables and chairs.

- □ Conference Room (Exhibit Area): \$350 Full Day* / \$200 Half Day**
- □ Multi-Purpose Room/Classroom (Exhibit Area): \$550 Full Day* / \$325 Half Day**
- □ Facility Rental (Exhibit Area, "Go Beyond" Courtyard, Pratt & Whitney Multipurpose Room, Drone Aviary, and Conference Room): \$2,000 Full Day
- □ Birthday Party (Multi-Purpose Room/Exhibit Area): \$300
- □ Exclusive Drone Aviary: \$50/Hour

*Full Day: 8 hrs. **Half Day: 4 hrs.

Total Fees			
Total Space Fee	\$		
Total Service Fee	\$		
Total Equipment Fee	\$		
Total Extras	\$		
Total License Fee** \$			

**If you require additional services or materials at the time of your event, you will be notified of the additional charges at that time.

****All room rentals** include access to the Discovery Space Exhibit Gallery. This access **MUST** be scheduled for a specific time to ensure proper staffing is in place. Please email your event manager at <u>events@flightworksalabama.com</u> to arrange this.

Terms and Conditions

FOR VALUE RECEIVED, Alabama Aviation Education Center, the State of Alabama doing business as <u>Flight Works Alabama</u> having its office at 2000 Aerospace Dr. Mobile, Alabama 36615, and <u>Licensee</u>, as described above, do hereby agree as follows:

- License to Facility. Flight Works Alabama grants to Licensee, and Licensee accepts, a limited, revocable, license to use the Facility solely on the Event Date, and during the Event Hours, subject to the terms and conditions set forth in this Agreement. The Facility shall be used by Licensee for no purpose other than the Event(s) at the date(s) and time(s) specified above.
- 2. Fees and Payment. Licensee agrees to pay Flight Works Alabama the amounts set forth on the Fee Schedule to which these Terms and Conditions are attached and such additional amounts are otherwise specified in this Agreement.
 - a) Deposit and Final Payment. A deposit of 50% of the Total License Fee is due upon signature of the contract. The final 50% of the Total License is due 30 days prior to the event. Rental fees for events booked within 30 days of the event must be paid in full at contract signing.
 - **b)** Form of Payment. All sums payable to Flight Works Alabama under this Agreement shall be payable by credit card, cash or company check at the office of Flight Works Alabama or other such place as Flight Works Alabama shall designate.
 - c) Other Fees. Standard cleaning services are provided as a part of the License. If the Facility requires cleaning more than standard cleaning services because of the Event, the additional cost will be billed to the Licensee.
 - **d)** Licensee shall pay all amounts owing under this License when due without abatement, deduction or set-off of any amount whatsoever. All amounts paid hereunder are not refundable
 - e) Cancellation. If you need to cancel your rental, please contact us immediately. Cancellations made more than three (3) days of the rental date will receive the full amount of the rental fee refunded less a \$25 service charge with a full refund of your deposit. If a cancelation is made with less than a three (3) day notice, Flight Works Alabama will retain the 50% deposit; this includes reservations made less than 3 days from the rental date. All cancellations must be submitted to the Event Manager <u>events@flightworksalabama.com</u> in writing.

3. Access to Facility. Licensee will commence its move-in no earlier than the time and date specified above. The Licensee will complete its move-out no later than the time and date specified above. If Licensee (including any vendors or third party providers to Licensee) fails to vacate the Facility within the time specified above and return the Flight Works Alabama to its condition prior to move-in, Flight Works Alabama reserves the right, in addition to all other rights and remedies with it may have, to remove Licensee's property from the Facility at Licensee's expense and to charge Licensee one hundred fifty dollars (\$150) per hour that Licensee's property remains on the Facility.

All vendors contracted by Licensee must schedule load-ins and loadouts in advance with the Flight Works Alabama Event Manager. All delivery vehicles must deliver to the side door of the Multi-Purpose Room. Any food that is to be set up in the Courtyard requires a tent, Licensee must supply tent. No equipment, supplies or rentals can be left overnight without prior approval from the Flight Works Alabama Event Manager. Licensee and vendors must supply their own equipment (extension cords, power strips, etc.)

If the Event is a birthday party, the Licensee will have access to the Multi-Purpose room and Exhibit area for one (1) hour each. All requests are on a first come, first serve basis. The birthday party will start with one (1) hour in the Exhibit area then one (1) hour in the Multi-Purpose room for cake and gifts, guests will be able to exit through the side door in the Multi-Purpose room to prevent food/candy from entering the exhibit area. No overnight functions are allowed. **Birthday parties' rental fee includes 30 tickets, additional tickets will be \$7 each, and birthday party fee does not include Airbus Mobile Final Assembly Line Tour.**

4. Decoration and Use of Facility Amenities.

- a) **Decorations.** Decorations may generally be used, so long as existing elements within the Flight Works Alabama are not disturbed and the following guidelines are observed:
 - i) No other candles are permitted, other than birthday cake candles.
 - ii) No glitter, confetti, rice, birdseed, flower petals, etc.
 - iii) All equipment and décor must be placed a minimum of three (3) feet from exhibits and their related parts.
 - iv) No balloons.
 - v) No adhesive, tape, tacks, nails, staples, or other such fasteners may be stuck to walls, doors, or woodwork of the Facility or its furnishings. No holes shall be made in any part of the Facility or its furnishings.
 - vi) No equipment creating fog, haze or other special effects may be used without the express written permission of the Flight Works Alabama. If permission to use such special effects is given, Licensee shall be responsible for arranging for and paying for the presence of a fire marshal.
 - vii) Do not lean any equipment against walls or exhibits.
 - viii) Flight Works Alabama artifacts, exhibits and furniture may only be moved by Flight Works Alabama staff.
 - ix) Flight Works Alabama does not provide linens for tables.
 - x) Decorations must not hinder entrance or egress or fire alarm systems or exits.
 - **xi)** Flight Works Alabama reserves the right to deny the use of any decorations which it deems inappropriate.
 - xii) Food and Drink are only allowed in permissible areas.
 - xiii) No alcohol.
 - **xiv)** No heating devices for food.
 - xv) No ice cream
- **b) Signage.** All signage must be approved by the Event Manager. Licensee is responsible for supplying all easels for signage.
- c) Internet. Complimentary Wi-Fi internet access is available throughout Flight Works Alabama.

Audio Visual. The Flight Works Alabama has an extensive audio visual and lighting system, which may be used for presentations and events. Presentation screens, sound system and adjustable lighting are available. In addition, FWA is wired for camera use and live projection, however, Licensee must provide camera equipment. USB storage drives are not allowed, systems may only be operated by FWA staff.

- 5. Insurance. Insurance requirements to be determined per event.
- 6. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL FLIGHT WORKS ALABAMA BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS, OR GOODWILL, NOR SHALL FLIGHT WORKS ALABAMA'S TOTAL LIABILITY TO LICENSEE EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY RECEIVED BY FLIGHT WORKS ALABAMA HEREUNDER, FOR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF THE FLIGHT WORKS ALABAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Signatures			
User/Licensee:	FWA:		
Ву:	Ву:		
Title:	Title:		

IN WITNESS WHEREOF, the parties have executed this Agreement,

This day of ______,20____.