



ANNENBERG CENTER FOR HEALTH SCIENCES  
AT EISENHOWER

**RENTAL AGREEMENT  
TERMS AND CONDITIONS**

**1. Room Reservations**

Rental requests for an event at the Annenberg Center that exceed 90 days from the date of the request are placed on a tentative reservation hold. Once the event date is less than 90 days away, the hold will be changed to a permanent reservation for the date specified in this agreement and a good faith deposit is required to hold the reservation. The Annenberg Center reserves the right to cancel any rental agreement without penalty that exceeds 90 days from the current date. *The Annenberg Center reserves the right to change rooms assigned in this rental agreement regardless of date.*

**2. 90-Day or Less Cancellation Policy**

After receipt of deposit, this signed agreement is binding and may not be changed or revised by either party unless otherwise specified in this agreement. Cancellation by the Client will result in a penalty fee to be paid to the Annenberg Center. This cancellation penalty fee will be based on the following scale (periods specified are from the first event date):

60 to 90 days.....	25% of estimated room rental costs
30 to 59 days.....	50% of estimated room rental costs
Less than 30 days.....	100% of estimated room rental costs

In addition to the cancellation fee, the Client will be billed for any expenses incurred as a result of this agreement and subsequent cancellation. All out-of-pocket expenses incurred by the Annenberg Center for this event are subject to a 10% handling fee. The cancellation fee and any expenses incurred will be due and payable upon receipt of invoice. The Annenberg Center will waive the cancellation fee if, in the course of its regular business operations, it is able to rent the room(s) reserved for and canceled by the Client. Out-of-pocket expenses will not be waived.

**3. Deposit**

As specified in Section 1, a good faith deposit of \$ \_\_\_\_\_ will be required to hold this reservation by 00/00/2008.

**4. Client Liability and Safety**

Any Client, client representative or client's vendor must provide the Annenberg Center evidence of general liability insurance in the amount of \$1,000,000 per occurrence or such an amount agreeable to the Annenberg Center.

Client, client representative or client's vendor hereby agrees to indemnify, defend, save and hold harmless the Annenberg Center from and against any and all liability, losses, damages, claims or causes of action which directly or indirectly arise out of any negligent act or omission by Client, client representative or client's vendor contemplated by this agreement. Client, client representative or client's vendor shall be responsible to provide adequate protective devices for use by individuals using any hazardous materials or equipment. Client, client representative or client's vendor further agrees to strictly adhere to all the Annenberg Center safety policies and procedures.

The safety of clients and guests is very important to the Annenberg Center, which has developed and implemented specific procedures to deal with accidents, medical emergencies and/or catastrophic events. The Annenberg Center event planner will review safety procedures with the Client or a designated representative prior to the event date. Fire, earthquake, accidents and medical emergency procedures will be reviewed so that Client has a clear understanding of the procedures and lines of communication. It is very important that Clients have a clear understanding of their role and responsibilities when and if one of these unforeseen events takes place.

## **5. Damage**

Any damage to the Annenberg Center or its furnishings that is caused by the Client, client representative, client's vendors and/or attendees to the event, other than what could be considered normal and customary wear and tear, will be brought to the Client's attention. The Client shall be responsible for repair or replacement of any damaged items.

## **6. Guests and Client Behavior**

Proper demeanor is expected of guests, clients and visitors while attending events at the Annenberg Center.

## **7. Event Details/Program Description and Presenters**

The Client must provide written event details such as AV requirements, meal counts, room size requirements, special needs, etc. as soon as possible so proper event planning can occur. A description of the program, including a list of scheduled speakers, presenters, performers, and/or panelists, must be made available 30 days in advance of the event or prior to the promotion of the event, whichever comes first. Final confirmation of numbers and last minute details must be given to the Annenberg Center event planner no later than 72 hours prior to the event.

## **8. Audiovisual, Production and Staging**

The Annenberg Center is a conference facility that was designed for lectures and presentations. The Annenberg Center offers typical conference audiovisual support services. Technical support such as sound mixing and special lighting for on-stage performances need to be contracted separately. The Annenberg Center event planner can assist with the Client's needs.

We also request that any videotaping or audio recording of the event be coordinated in advance with the Annenberg Center event planner.

## **9. Promotional Material/Signage/Event Content**

In order to ensure proper use of the Annenberg Center for Health Sciences at Eisenhower name and logo by Clients or organizations that contract with us, we require prior review and approval of **all** materials used to promote the Client's event (brochures, flyers, newspaper advertising, radio/TV promotion, posters, directional signs, etc.). Annenberg Center logo artwork is available upon request. A separate document is enclosed that explains the proper use of the Annenberg Center name and the restrictions of its use.

Posters and signs must be displayed on easels rather than taped, pinned or nailed to walls or other surfaces within or around the Annenberg Center. Signs and banners must be professionally designed and hung. Please consult with the Annenberg Center event planner about signage needs and plans.

The event detailed in this rental agreement has been pre-approved by the Annenberg Center. The approval was based on preliminary information provided by the Client. The Annenberg Center does not enter into rental agreements when topics, presentations, performances or performers may be considered controversial. The Annenberg Center reserves the right to cancel this agreement and any subsequent event that does not represent what was initially agreed upon during the approval process. Changes to the original topic, presenter, performer and/or performance needs to be approved by the Annenberg Center before the event is promoted and takes place.

## **10. Media Coverage and Photography**

Located on the grounds of a hospital, the Annenberg Center is required to safeguard the confidentiality of hospital patients. As a result, all TV and/or other news coverage of the event by media must be coordinated through the Annenberg Center. The Annenberg Center will notify Eisenhower Medical Center's Public Relations Department who will work with the Client and the media to ensure policies are complied with.

Photography is limited to the Client's event and must be pre-approved. Photography is not allowed outside the Annenberg Center without special permission from Eisenhower Medical Center's Public Relations Department. The artwork on display throughout the Annenberg Center is not to be specifically photographed. Photographing other event-related objects or subjects that include the artwork in the background is permitted.

## **11. Solicitation/Handouts**

The solicitation to sell or take orders for products or services and the distribution of non-event related material is not allowed unless prior approval is obtained from the Annenberg Center. The distribution of literature and other materials that are an integral part of the Client's event is allowed.

## **12. Food Service/Catering**

All food service requirements, including breaks, luncheons, dinners, receptions, etc., must be coordinated with the Annenberg Center event planner. The Annenberg Center strongly recommends our Clients use our food service

vendors who are experienced with the Annenberg Center's capabilities and limitations and are familiar with the facility and especially the kitchen. They know what will work and what will be a problem in food preparation and service. Menu selections and pricing will be provided to Clients upon request. Menu choices, number of meals, etc., may be adjusted up to 72 hours in advance of the event. The final number of meals and/or break refreshments will be used to determine final food service billing.

The Annenberg Center will allow other caterers to serve food in the Annenberg Center. This needs to be coordinated with the Annenberg Center event planner. Clients may contract separately with the vendor or caterer to serve food if they can show proof of insurance. A copy of the vendor's certificate of insurance is required. Clients that utilize their own food service will assume full responsibility for any problems that are the result of using someone unfamiliar with the facility. All separately arranged food service contracts must include clean up, washing dishes and all used utensils. ***Additional charges may be incurred if the Client's vendor fails to comply with this clean up requirement.***

Food service is available in the dining room and all the classrooms. The Annenberg Center does not permit food or beverages in the main auditorium.

### **13. Hotel Reservations**

In cases where the Client's event includes hotel accommodations for presenters, performers and/or participants, it is the Client's responsibility to make hotel reservations and arrangements for other services such as hotel shuttle service that event attendees may require. The Annenberg Center event planner can assist with these arrangements.

### **14. No Smoking Policy**

The Annenberg Center is a non-smoking facility. Smoking is not allowed anywhere in the Center.

### **15. Drayage/Event Set-up/Shipping**

As the Annenberg Center has limited storage space, it may be necessary to have equipment, exhibits and other items shipped to a holding company rather than directly to the Annenberg Center. Clients need to discuss and coordinate shipping equipment and other packages with the Annenberg Center event planner.

The need for drayage services must also be discussed and coordinated with the Annenberg Center event planner as early in the event planning process as possible. Costs related to drayage services are not included in this rental agreement and are contracted separately by Client and drayage agency. Unpacking prior to the event, repacking after the event, and arrangements with carriers for shipment is the responsibility of the Client. For drayage services, contact Rico Ibanez at *Innovative Expo Incorporated*, 1271 Valdivia Way, Palm Springs, CA (phone 760/327-2884 or fax 760/778-7192).



ANNENBERG CENTER FOR HEALTH SCIENCES  
AT EISENHOWER

## Use of the Eisenhower Name, Logo and Images

### Purpose

To control unauthorized and misrepresented use of, or implied endorsements by any and all individuals, Clients or organizations who may contract with the Annenberg Center for Health Sciences at Eisenhower. The following policy applies to rental of the facilities, development and distribution of print material (eg, promotional material), video productions or other medium and activities associated with the use of the facility, its services and staff.

### Definitions

The following definitions apply to this policy.

1. Eisenhower Name: Includes the Eisenhower Medical Center name and/or its entities, including: Annenberg Center for Health Sciences at Eisenhower; Barbara Sinatra Children's Center at Eisenhower; Betty Ford Center at Eisenhower; in any form (complete, in part or abbreviated, eg, EMC, Eisenhower, etc.).
2. Eisenhower Logo: Refers to the round Eisenhower five star graphic in any form, the Eisenhower name in its traditional typeface (Palatino), and any and all tag and promotional lines for which EMC has established an identity, uses or has used (eg, "Five Star Treatment for Everyone", etc.).
3. Eisenhower Images: Includes video, photographs, slides, illustrations and/or electronic image files of EMC building exteriors and interiors, and the copyrighted artwork in the interior of the Annenberg Center.

### Policy

The use of the Eisenhower name, logo or images not outlined in EMC Policy 3204 shall not be permitted without the express written permission from the President/CEO of the Annenberg Center for Health Sciences or the President/CEO of Eisenhower Medical Center.

### Procedure

All Clients will be required to sign a statement prepared by the Annenberg Center for Health Sciences acknowledging they understand and agree to comply with this policy.

Clients wishing to use the name, logo or images shall request permission in writing from the President/CEO of the Annenberg Center for Health Sciences.