



# San Diego Zoo

**Event Name:** Canyon Crest Academy Winter Formal  
San Diego Zoo Wildlife Alliance  
P.O. Box 120551  
Warner Building - Event Sales  
San Diego, CA 92112

**Confirmation**  
**Sales Manager:** Wendy Wozniak  
**Office Number:** (619) 685-3223  
**Email:** wwozniak@sdzwa.org

Primary Contact	Address	Email Address	Telephone
Tanner Kortman Canyon Crest Academy ASB	5951 Village Center Loop Rd San Diego, CA 92130	tanner.kortman@ccaasb.com	W: (858) 354-8309

## SCHEDULE OF EVENTS:

Canyon Crest Academy Winter Formal					
Date	Time	Location	Function	#	Minimum
Sat, 01/22/2022	7:00pm-11:00pm	Zoofari Party Area	Private Event	1200	\$10,000.00

This agreement, dated as of October 6, 2021 (the "Agreement" is made and entered into by and between the Zoological Society of San Diego dba San Diego Zoo Wildlife Alliance (hereinafter "SDZWA") and Canyon Crest Academy ASB, whose address is 5951 Village Center Loop Rd, San Diego, CA, 92130 ; (hereinafter the Client) regarding this special event (hereinafter "Event") at the San Diego Zoo (hereinafter the "Premises").

Upon receipt of the appropriate non-refundable facility deposit and credit application, it is agreed that the Client has confirmed their intent to hold an Event (ie. a catered function) at the Premises.

### 1. CATERING FACILITIES:

Above is the Schedule of Events that has been reserved for this Event.

While the catering facility, as noted above, has been reserved for the Client's exclusive use, holding the Event at the Premises does not entitle the Client to exclusive use of the Premises. The SDZWA will make commercially reasonable efforts to avoid conflicts when there is more than one group on the Premises at the same time.

Groups that are on the premises after scheduled Event conclusion time will be charged a minimum late fee of \$500.00 per half hour, or any portion thereof unless noted in the Schedule of Events.

Projected Hours of Operation: 9 AM - 5 PM

In the event that the function space reserved becomes unusable or unsuitable, SDZWA reserves the right, in its sole judgment, to move the Event to comparable facilities at the Premises other than those appearing in this Agreement.

### 2. CATERING EVENT ORDER:

The detailed arrangements of the Event are to be finalized in a document known as an "Event Order". This document will reflect all menus, setups, animal presentations, tours, displays, décor, entertainment, exhibits, and any other items that have been ordered for the Event. Client agrees to provide details for the Event Order no later than (1) one month prior to the Event date. Client agrees to sign and return the completed Event Order, with written corrections, if any, no

later than two (3) three weeks prior to the Event. If SDZWA has not received the signed Event Order back by this time, SDZWA shall assume that the Event Order is correct as transmitted to the Client, and the Event Order shall then become part of this Agreement and subject to the terms and conditions contained herein.

No changes to the menu may be made by the Client less than two (2) weeks prior to the Event.

If extensive changes are made to the Event Order after it has been signed by Client or if a change from the original room set up is requested once the room has been set for the function, a reasonable labor charge will be added to the final billing.

### 3. SECURITY & CHAPERONE REQUIREMENTS:

**Security:** One California State Licensed Security personnel is required per 100 students. Contact must be made with SDZG Security Management one week prior to event date and again check-in with Security Management on the evening of the event at least one hour prior to event start by California State Licensed Security. Security personnel are required to be uniformed or otherwise distinctly recognizable.

**Chaperones:** For high school student related events, SDZWA requires that the hosting school provide one adult (age 21+) chaperone for every 50 guests. A maximum number of chaperones may be established by the Event Coordinator. Admissions fee per chaperone will be waived.

### 4. ADMISSIONS:

In order to utilize catering facilities at the Premises, an admissions fee per attendee is required. SDZWA membership, military passes, prepaid tickets and/or discount coupons do not apply to Special Events, such as the subject of this Agreement. 30 person minimum applies unless otherwise noted below.

SDZWA is pleased to confirm the following Admissions Rate(s) for the above Client:

2021 School Dance Package: Starts at \$37/Person plus tax

SDZWA is pleased to confirm the following Information parking rate(s) for above Client:

Parking is free at San Diego Zoo (not including Valet)

### 5. SPECIAL EXPERIENCES:

Tour or presentation is considered PENDING until it is confirmed in writing on the Event Order. The SDZWA Event Coordinator will process all requests for tours and/or presentations upon receipt of this signed Agreement. SDZWA reserves the right to modify and/or cancel such tour or presentation due to availability, inclement weather, animal health, and/or safety concerns. Cancellation fees apply. Tours will be charged per the Event guarantee, cancellation fees may apply. 30 person minimum applies unless otherwise noted below.

### 6. GUARANTEE:

Attendance will be estimated based on numbers stated in Schedule of Events until the final guarantee is made. The Client must notify the SDZWA Event Coordinator of the final guarantee no later than 10:00 a.m. (P.S.T.) five (5) business days prior to the Event. This number shall constitute a guarantee and is not subject to reduction. If the final guarantee is not received within the five (5) business day specification, the estimated attendance given upon contracting will be used as the final billable guarantee.

In order to accommodate the likely increase in guest count; payment due will include final guaranteed guest count plus estimated ticket sales. Estimated ticket sales will be determined by the Event Coordinator and Client contact. Guests above and beyond the guaranteed guest count plus estimated ticket sales will not have access to enter the Premises unless payment is received in full prior to the Event.

The Client will be invoiced for the final guaranteed attendance or the actual attendance, whichever is greater. Actual attendance will be based on event tickets collected at entrance to the Event by the SDZWA. SDZWA will be prepared to provide seating and food for five percent (5%) over the guarantee up to the maximum capacity of the reserved facility. If the actual number of guests at the Event exceeds 5% of the guarantee, SDZWA will make every effort to provide meals, but reserves the right to substitute food items.

#### 7. TICKETING:

SDZWA will provide advanced ticketing for five percent (5%) over the guarantee up to the maximum capacity of the reserved facility. If the actual number of guests arriving for the Event exceeds the quantity of tickets provided to client, SDZWA will make every effort to provide additional tickets at the gate on the day of the Event. SDZWA will not be held liable for any delays incurred as a result of last minute additions.

Requests for advance tickets are subject to five (5) business days for processing and 3-5 business days for shipping. Tickets will be shipped standard ground at no cost to the Client. Special requests for overnight shipping can be accommodated at Client's expense. SDZWA does not provide courier service.

#### 8. FOOD AND BEVERAGE MINIMUM:

Each facility has a minimum Food and Beverage expenditure requirement. This minimum is met through the purchase of the Prom package as well as any other food and beverage purchases. Rental fees, entertainment, décor, labor fees and/or sales tax do not apply towards this minimum. If the food and beverage minimum is not met, an amount equal to the deficit plus applicable sales tax will be charged to the Client.

The Food and Beverage minimum for the space as outlined above is: \$10,000.00. Any deviation and/or reductions in program do not alter the Client's responsibility for full payment of this minimum.

#### 9. DEPOSITS/PAYMENT SCHEDULE:

**INITIAL DEPOSIT:** A non refundable deposit of \$2,693.75 is required at the time of signing this agreement in order to consider this reservation confirmed. This deposit will be applied toward the total charge for the Event.

**PAYMENTS:** Fifty percent (50%) of the total projected bill (less the initial deposit) or the total Food and Beverage minimum, whichever is greater, is due no later than thirty (30) business days prior to the event.

**REMAINING BALANCE:** Determined by the Event Check and is due five (5) business days prior to the event.

Check or Credit Card will be accepted. Checks should be made payable to: Zoological Society of San Diego, and should note the date of the event and name of the group.

Payment made less than five (5) business days prior to the Event must be made with a Credit Card or Cashier's Check.

#### 10. CANCELLATION:

Should it be necessary to cancel this Event after the Agreement has been signed, SDZWA will be entitled to liquidated damages based on the following scale from the Event Date:

**6 MONTHS OR MORE PRIOR TO THE EVENT DATE:** The initial non refundable deposit as outlined in Section 8 of this Agreement shall be forfeited in its entirety.

6 MONTHS TO 30 BUSINESS DAYS PRIOR TO THE EVENT DATE: An amount equal to the food and beverage minimum as outlined in Section 7 of this Agreement shall be forfeited in its entirety.

29 BUSINESS DAYS OR LESS PRIOR TO THE EVENT DATE: 100% of the total projected bill as determined by the Event Order will be assessed.

Any and all damages will be due and payable upon cancellation. Cancellation is considered confirmed only when received in writing from Client to SDZWA.

#### 11. FOOD AND BEVERAGE SERVICE POLICIES:

All Events will be subject to current year menu pricing for the year in which the Event is held. Menu items are subject to applicable Sales Tax at time of the Event.

It is recommended that Client provide beverages for their chaperones, security and/or other vendors. Should client choose to do so, the charge will be 50% of the Prom Package price listed and must be specified four (4) business days prior to the event.

#### 12. BEVERAGE SERVICE:

All beverage service will be provided by the SDZWA and is subject to the regulations of the Alcoholic Beverage Control Board of California. Alcoholic beverages are not allowed on the Premises unless provided by SDZWA. Consumption of all alcoholic beverages will be confined to the Event area. Persons under 21 will not be served alcoholic beverages under any circumstances. If consumption appears to be excessive by any individual, in SDZWA's sole judgment, that individual will be refused service and the Client notified accordingly. Furthermore, SDZWA, in its sole judgment, reserves the right to refuse bar service to anyone and/or cease bar service for the entire Event. All bar guarantees and labor charges will be invoiced.

#### 13. VENUE POLICIES:

The SDZWA Event Coordinator will serve as liaison between SDZWA and the Client for all needs. Any arrangements/requests/communication must be made directly with said Event Coordinator.

The SDZWA Event Coordinator must approve all decorations, themes and entertainment at least one (1) month prior to the Event. The SDZWA reserves the right to refuse any decoration themes or entertainment that may be considered a health or safety problem or cause damage to the Premises.

For the safety of our guests and animal collection, items not allowed on Premises include but are not limited to: any animals other than service animals, balloons, balls, Frisbees, hacky sacks, hula hoops, bicycles, scooters, tricycles, riding toys of any kind, bug nets, plastic bug keeper containers, cap guns, noisemakers, toys that make loud noises, fireworks, glass bottles, jump ropes, knives, weapons, lawn chairs, plants, roller blades, skates, skateboards, roller shoes, throw away lids and straws, AM/FM radios, scanners, portable TVs, laser pointers, whistles and yo-yos.

All power requirements must be on file with the SDZWA Event Coordinator at least one (1) month prior to the Event Date. Extensive power needs are subject to additional charges.

SDZWA will not assume responsibility for loss of or damage to any merchandise or items left the Premises prior to, during or following the Event.

Access to emergency vehicle lanes and pedestrian emergency exits must remain open at all times. SDZWA reserves the right to use emergency access ways at anytime as needed by emergency vehicles for any and all visitor emergencies. When possible, notice of such use will be given to Client's group contact, but such notice is not a requirement for use.

Music sound levels cannot exceed a maximum Sustained Db level of 80. SDZWA will monitor. If sustained reading exceeds maximum, client will be immediately notified and will be expected to reduce the volume. Any additional notifications after the first offense will incur a \$500 fine per notice. More than 3 notices, power source to music will be powered down for remainder of the event.

Loud percussions (i.e. marching band) and steel drum bands not allowed for animal welfare.

#### 14. INCLEMENT WEATHER:

Inclement weather may make it necessary to re evaluate the set up needs of certain bookings, especially those booked in outdoor space. If weather poses a concern in the sole opinion of the SDZWA, then SDZWA will advise the Client of the expected weather conditions 48 hours prior to the Event, or in the event of unforeseen weather conditions, at the earliest opportunity, and advise of available set up options at this time. Set up options may include but are not limited to alternative space, alternative room set up, and additional rental items (i.e. tented structure). Once advised, it will be the Client's sole responsibility to determine ultimate set up based on available options provided by SDZWA. SDZWA will not be held liable for weather related conditions and associated room/set up changes.

Clients determination of an inclement weather related set up change is required 24 hours prior to the Event's start time, unless the weather condition is unforeseen, in which case the Client must request changes at the earliest opportunity. Any changes made to the Event less than 24 hours out will incur reasonable and appropriate fees.

SDZWA will make commercially reasonable efforts to provide alternative set up options; however, at no time shall SDZWA guarantee availability of a covered space as back up for events booked in outdoor venues. If an additional rental item (i.e. tented structure) is requested by Client, Client agrees to pay any related rental fees.

#### 15. CERTIFICATE OF INSURANCE:

SDZWA requires that all outside vendors utilized by Client provide proof of a one million dollar (\$1,000,000.00) general liability insurance policy. Should such outside vendor need to drive on to the Premises, an additional one million dollar (\$1,000,000.00) automobile insurance policy is required as well as an escort provided by SDZWA.

A copy of the current Certificate of General Liability insurance must be on file with SDZWA no later than five (5) business days prior to the Event.

#### 16. FUNDRAISING POLICY:

SDZWA does not permit fundraising, conducted by and/or for other charitable organizations, during Events at its facilities. Client hereby agrees that: a) it will not use Event tickets or admission revenue to further another charitable organization's mission; and b) it will not engage in charitable solicitations (including, but not limited to, silent or live auction, raffles, "paddle" raising, etc.) during the Event.

#### 17. LOGO USAGE AND MEDIA POLICY:

Client agrees that it will not utilize SDZWA's name or logos in any way as to create the impression of an association or affiliation between SDZWA and the Event other than to be listed as the venue. Requests by Client for media on the Premises must be submitted in writing to the SDZWA Event Coordinator at least two (2) weeks prior to the Event. Media requests must be preapproved by SDZWA.

#### 18. CODE OF CONDUCT:

All visitors to the San Diego Zoo or the San Diego Zoo Safari Park are expected to conduct themselves in an appropriate manner at all times while on the Premises. Any behavior that authorized SDZWA personnel deems to be unlawful, disruptive, or objectionable to other visitors or employees, or potentially or actually damaging to the animals, plants or property of the SDZWA or to other persons, shall be cause for refusal or revocation of admission or continued presence at the San Diego Zoo or the San Diego Zoo Safari Park. The SDZWA through its authorized personnel adheres to all applicable local, state and federal laws, which will be strictly enforced.

The SDZWA may require additional security to ensure compliance with this Code of Conduct. The Client may also specify additional security requirements. In either case, it is the responsibility of the Client to contract for additional security personnel to ensure compliance with the Code of Conduct. Authorized SDZWA personnel must approve such additional security. If any disagreements or disputes between SDZWA personnel and the Client or guests occur, the final authority rests with the Security Manager of the SDZWA or his or her designate.

#### 19. RESPONSIBILITY OF CLIENT:

The responsibility for behavior of all guests at a private Event lies with the Client. The Client shall inform all guests attending the private Event of the policies of the SDZWA. The Client shall support and assist the SDZWA and it's authorized personnel in refusing or revoking admission of any guest who violates the rules as set forth in this Agreement. Should the behavior of any guest at a private Event result in injury to other guests, SDZWA employees or contractors, or animals or plants in the collection, or if such behavior causes damage to SDZWA property, the Client shall be held financially and legally responsible and accountable for losses and expenses incurred as a result of such behavior.

20. INDEMNITY CLAUSE:

Client shall indemnify and hold the SDZWA harmless from any claim, liability, loss, damage, cost, expense including reasonable attorneys' fees, award, fine or judgment with respect to or arising out of the use of the Premises. This includes, without limitation, any such claims, liability, loss damage, cost, expense, award, fine or judgment arising by reason of death or bodily injury to persons, injury to property arising by reason of Client's alleged or actual negligent act, regardless of whether such act is active or passive. Client shall not be obligated to indemnify the SDZWA with respect to the negligence or willful misconduct of the SDZWA its agents, employees or representatives.

21. FORCE MAJEURE:


The performance of this Agreement by either party is subject to acts of God, war within the United States, government regulation prohibiting travel, disaster, strikes that prevent the venues performance, civil disorders, terrorism in the city of the meeting, airport closures nationally, or other emergencies beyond the party's control, and of which make it illegal or impossible to provide the facilities and/or services for the above scheduled Event. It is provided that this Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other within three (3) days of such occurrence or receipt of notice of any of the above occurrences.

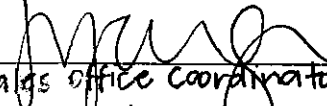
22. SIGNATURE:

I have read and agree to the terms and conditions stated on this Agreement. I hereby approve the arrangements as shown and understand this Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

The individuals signing below represent that each is authorized to bind his or her party to this Agreement.

The Agreement must be signed and returned by Client on or before 11/19/2021 along with the non refundable deposit in the amount of \$2,693.75 in order to consider this reservation for the above described Event definite.

  
\_\_\_\_\_  
Authorized Client Signature  
Tina Douglas  
Associate Superintendent, Business Services  
\_\_\_\_\_  
Title  
10/12/2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Event Sales office Coordinator  
Jessica Yang  
\_\_\_\_\_  
12/03/21  
\_\_\_\_\_  
Date