



5700 S DuSable Lake Shore Dr. Chicago, Illinois 60637 P: 773-753-2583

CONTRACT**EVENT:** Lemont High School - Prom - MSI**DATE:** 4/17/2026 - 4/17/2026**ACCOUNT:** Lemont High School**CONTACT:** Matt Doherty**SALES MANAGER:** Marisol Chavez**PHONE:** 630-243-3298**PHONE:** 773-753-6821**EMAIL:** mdoherty@lhs210.net**EMAIL** marisol.chavez@msichicago.org**EVENT MANAGER:****SCHEDULE OF EVENTS**

Name	Date	Time	Location	Areas	Event Type	Guests	Gtd
Lemont HS Prom	4/17/2026	6:00 pm – 10:00 pm	Griffin Museum of Science and Industry	Entire Main Floor		600	

FOOD**Fri, 4/17/2026****6:00 PM - 10:00 PM****Entire Main Floor**

		Price	Total
600	STROLLING STATIONS <u>SERVE FROM: XX:XX, SERVE TO: XX:XX</u> CHOOSE 3 STATIONS PER PERSON 2 HOUR SERVICE WINDOW TBD 2026 Strolling Station Menu Selections TBD Includes an assortment of ice cream bars and popsicles	\$63.00	\$37,800.00

NON ALCOHOLIC BEVERAGE**Fri, 4/17/2026****6:00 PM - 10:00 PM****Entire Main Floor**

		Price	Total
600	PROM BEVERAGE PACKAGE 6PM - 10PM SOFT DRINK PACKAGE PER PERSON Assorted Soft Drinks Still Water Lemonade Blue Raspberry Punch Tropical Punch	\$8.00	\$4,800.00

ADDITIONAL CHARGES**Fri, 4/17/2026****6:00 PM - 10:00 PM****Entire Main Floor**

		Price	Total	Discount	Discount Price	Grand Total
	EQUIPMENT					\$0.00
600	Disposable Plates, Barware, Utensils, Napkins	\$4.00	\$2,400.00			\$2,400.00
	RENTALS					\$0.00
600	Catering Equipment Includes, but not limited to, buffet station equipment, beverage equipment, service equipment	\$5.00	\$3,000.00			\$3,000.00
	<i>Estimate only. Actual based on final menu selections and guest count.</i>					
	TABLES & CHAIRS					\$0.00
60	60" Round Table	\$19.50	\$1,170.00			\$1,170.00
600	Black Wood Folding Chair w. Black Padded Seat	\$9.50	\$5,700.00			\$5,700.00
	LINEN					\$0.00
1	Linen Delivery & Pickup Fee	\$60.00	\$60.00			\$60.00
60	120" Round Classic Linen	\$22.40	\$1,344.00			\$1,344.00
20	90"x156" Banquet Classic Linen	\$34.00	\$680.00			\$680.00
	STAFFING					\$0.00
1	Function Director	\$400.00	\$400.00			\$400.00
4	Event Captain	\$360.00	\$1,440.00			\$1,440.00
12	Buffet Attendant	\$325.00	\$3,900.00			\$3,900.00
6	Beverage Attendant	\$325.00	\$1,950.00			\$1,950.00
6	Clearer	\$325.00	\$1,950.00			\$1,950.00
6	Porter	\$300.00	\$1,800.00			\$1,800.00
2	Dish Room Attendant	\$300.00	\$600.00			\$600.00
	GRIFFIN MSI AUDIO-VISUAL SERVICES					\$0.00
	DJ TBD					
1	GRIFFIN MSI A/V Tech Responsible for installation and strike of tech equipment only. In-house AV is limited to plug-and-play functionality.	\$275.00	\$275.00			\$275.00
2	Stage (4'x8' Sections)	\$150.00	\$300.00			\$300.00
	FACILITY RENTAL FEES EVENING					\$0.00
	All evening space rentals include complimentary indoor parking in our underground, direct-access ramp, coat check,					

exhibit guides and staff, event security, and facility staff. Rental fees are based on a four-hour event window.

Does not include any temporary or traveling exhibits that may be at the museum during this time; these are available at an additional cost.

Complimentary Garage Parking | entrance on west side of building at 57th & Cornell

1	Entire Main Floor	\$9,900.00	\$9,900.00	10%	\$8,910.00	\$8,910.00
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Chaperones are required to accompany students through the ticketed exhibits (Coal Mine and Numbers in Nature).

Shoes must be worn at all times.

At least one faculty or designated chaperone to remain on-site until all students have safely departed museum.

10% non-profit discount applied

			Total
Facility Rental - Griffin			\$8,910.00
Audio/Visual			\$300.00
Labor			\$12,315.00
Linens			\$2,024.00
Labor			\$60.00
Equipment			\$9,870.00
Compostables / Disposables			\$2,400.00
Canned/Bottled Soda			\$4,800.00
Food			\$37,800.00
Subtotal			\$78,479.00
Admin Fee	22.0%		\$14,542.88
Grand Total			\$93,021.88
Deposit (Due 6/23/2025)		Unpaid	\$23,255.47
2nd Deposit (Due 10/17/2025)		Unpaid	\$23,255.47
3rd Deposit (Due 2/17/2026)		Unpaid	\$23,255.47
4th Deposit (Due 4/10/2026)		Unpaid	\$23,255.47
Final Balance			\$93,021.88



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TERMS AND CONDITIONS

Client to provide COI and all vendors to provide COI

Final payment is due 7 days prior to event date

Illinois Tax Exempt letter must be provided to remove taxes from the invoice.

No outside food or beverage is permitted

PRICES

Prices subject to increase based on final count, menu selection and current market pricing for food, beverage and labor

Food and beverage prices will be confirmed 90 days in advance of the Event's start date (or as much in advance as reasonably possible, if the Event is booked less than 90 days in advance) unless extraordinary market price increases mandate otherwise; in which event the Caterer will contact the Customer and advise of estimated price changes. All price changes occurring pursuant to this paragraph shall be binding on the Customer.

GUARANTEED ATTENDANCE

At the time of signing, Customer agrees to provide the estimated attendance ("Estimated Attendance") for the event, which shall in no event be lower than 80% of guaranteed attendance.

Final count is due two weeks prior to the event, at which time the count can increase but not decrease

The space is being held on a tentative basis. Services will be considered definite upon Kenneth C. Griffin Museum of Science and Industry's receipt of a signed Agreement and an initial deposit in the amount set forth in the Deposit Schedule above. All amounts paid will be credited toward the total cost of the Event. Kenneth C. Griffin Museum of Science and Industry will be released from any and all obligations if a signed copy of this Agreement has not been received within two weeks of issue date.

Billing Procedure

Remit and make checks payable to:

"Sodexo Live!"

c/o Kenneth C. Griffin Museum of Science and Industry

Special Events Department

5700 S. Lakeshore Drive

Chicago, IL 60637

Deposit

This contract is due back by:

Agreement

This Agreement (the "Agreement") by and between the Kenneth C. Griffin Museum of Science and Industry, Chicago, Illinois ("Griffin MSI") and the Client/Organization named above (the "Customer") is dated as of the last signature date below (the "Effective Date").

1. GENERAL.**a. Facility Rental**

- i. Kenneth C. Griffin Museum of Science and Industry is an operating science museum. As part of its mission, Kenneth C. Griffin Museum of Science and Industry may install, or de-install, certain exhibits or signage. Customer receives no guarantee with respect to the exhibits or signage on display at Kenneth C. Griffin Museum of Science and Industry on the Event Date.

b. Fees & Taxes

- i. Customer is obligated to deliver all payments set forth above in the Deposit Schedule in the timeframe set forth therein, and Customer's failure to do so shall be considered a material breach of this Agreement and subject to cancellation of this Agreement by Kenneth C. Griffin Museum of Science and Industry pursuant to Section 9.b. below
- ii. At least fourteen (14) business days prior to the Event Date, the Customer will advise Kenneth C. Griffin Museum of Science and Industry in writing of any increase over the minimum guaranteed guest count set forth on page one of this Agreement (the "Final Guest Count"). The Final Guest Count will be used to calculate the remaining balance amount for which Customer shall be charged fourteen (14) business days prior to the Event Date. In no event may the minimum guaranteed guest count or minimum guaranteed food and beverage amount set forth on page one of the Agreement be decreased by Customer. Kenneth C. Griffin Museum of Science and Industry will not be required to serve more than three percent over the Final Guest Count on the Event Date. If the Final Guest Count is 400 or more, Kenneth C. Griffin Museum of Science and Industry will not be required to serve more than two percent over the Final Guest Count on the Event Date.
- iii. Final actual attendance will be calculated upon guest entry by Kenneth C. Griffin Museum of Science and Industry staff. If the actual number of attendees is greater than the Final Guest Count, the Customer will be responsible for the amount of such increase, and the balance will be applied to the authorized credit card on file, and Customer agrees to its authorized credit card being so charged. A completed credit card authorization form is required along with this signed Agreement. An increase in guarantee or services may be secured with the authorized credit card on file. After 10 calendar days of final invoice by Kenneth C. Griffin Museum of Science and Industry, any remaining balance will automatically be charged to the Customer's authorized credit card on file, and Customer agrees to its authorized credit card being so charged.
- iv. A 22% administrative charge and any required sales, soft drink, restaurant and rental taxes are applied where applicable. If Kenneth C. Griffin Museum of Science and Industry is required to pay any other sales, use, property, value-added, or other taxes associated with this Agreement, then such taxes, duties or fees shall be billed to and paid by Customer. The foregoing does not apply to taxes based on Kenneth C. Griffin Museum of Science and Industry's net income or payroll taxes. Tax exempt certification, if applicable, must be submitted at the time of execution of this Agreement in order to process this account as tax exempt.
- v. Customer will pay a late payment charge equal to 1.5% (or the highest amount permitted by law, whichever is lower) per month or portion thereof on the outstanding balance of any amounts due hereunder.

c. Staffing

- i. Kenneth C. Griffin Museum of Science and Industry will determine the appropriate staffing for the event. Required staffing may include wait staff as well as physical plant, security and visitor services staff. Kenneth C. Griffin Museum of Science and Industry reserves the right in its sole discretion to require additional staff for the Event, in which case Customer agrees to pay an additional charge. If Customer requires any other staff (such as technical

support) and Kenneth C. Griffin Museum of Science and Industry agrees to provide such staff, an additional fee will be charged.

2. NON-PROFIT.

- a. A Customer seeking to use Kenneth C. Griffin Museum of Science and Industry facilities for an event involving an admission charge or involving fundraising must be qualified as a notfor-profit, tax-exempt organization under section 501(c)(3) or other sections of the Internal Revenue Code. If the Customer wishes to engage in the foregoing activities, Customer must (i) inform MSI in writing of its intent and (ii) submit a copy of its Internal Revenue determination letter to Kenneth C. Griffin Museum of Science and Industry as well as a copy of Customer's Illinois Department of Revenue Tax Exemption Letter with its identification number, in each case prior to executing this Agreement.
- b. Any admissions charged must be received by the Customer prior to the Event Date. There shall be no admission charged at the door of the Event on the Event Date.

- 3. INSURANCE.** The Customer, at its sole cost and expense, shall carry commercial general liability insurance, on an ISO CG 00 01 form or its equivalent, in the amount of at least \$1,000,000 each occurrence and \$2,000,000 annual aggregate for bodily injury, personal injury and property damage liability from an insurer acceptable to Kenneth C. Griffin Museum of Science and Industry. This amount may increase based on the guest count. The Kenneth C. Griffin Museum of Science and Industry, Sodexo America, LLC and the Chicago Park District shall be named as additional insureds regarding the Customer's use of the premises under such policy. In addition, such insurance shall be primary and non-contributory insurance in respect to any similar insurance carried by Kenneth C. Griffin Museum of Science and Industry. Concurrently with the execution of this Agreement or at least thirty (30) days prior to the Event Date, whichever is later, the Customer will provide Kenneth C. Griffin Museum of Science and Industry with a certificate of insurance confirming the insurance required above, including the additional insured status. Kenneth C. Griffin Museum of Science and Industry further reserves the right to request that the Customer, at its sole cost and expense, obtain additional coverage depending on the nature and size of the Event. Kenneth C. Griffin Museum of Science and Industry will have the right to cancel this Agreement for Customer's failure to deliver the required certificate of insurance in compliance with this paragraph in accordance with Section 9.b. below. If Kenneth C. Griffin Museum of Science and Industry cancels this Agreement for such failure, Customer shall not be entitled to the return of any fees or deposits. Customer shall cause any of its vendors or subcontractors that come to MSI on behalf of Customer to comply with the insurance requirements in this paragraph.

4. FOOD AND BEVERAGE SERVICE.

- a. All menu details for the Event must be finalized within a minimum of two weeks prior to the Event Date. No changes to the menu may be made by Customer within seven days preceding the Event Date.
- b. If alcohol will be served at the Event, the Customer agrees that Kenneth C. Griffin Museum of Science and Industry may request proper photo identification from any person. Alcoholic beverage service may be discontinued for any person at the Event in Kenneth C. Griffin Museum of Science and Industry's sole discretion, including because such individual (i) does not have proper identification in his or her possession or (ii) appears intoxicated. Customer hereby agrees to assume all risks inherent in the use or consumption of alcoholic beverages by Customer and/or any other person at the invitation or at the service of Customer. Customer agrees to monitor the consumption and use of alcoholic beverages by its guests and to not serve or allow the consumption of alcoholic beverages by any person who is impaired, intoxicated or under age.

- 5. INVITATIONS AND PRINTED MATERIALS.** "Kenneth C. Griffin Museum of Science and Industry" name may only be used in materials to identify the location of the Event. Exhibit name or images

may not be used by Customer without Kenneth C. Griffin Museum of Science and Industry's prior written consent. Griffin Museum of Science and Industry may not be identified as "co-host" or "co-sponsor" or otherwise "teaming up" with Customer in promotional materials. The content of all publicity relating to the Event, including printed materials, invitation copy, programs, promotional material, press releases and radio advertisements, must be submitted to Kenneth C. Griffin Museum of Science and Industry for review and written approval prior to printing/release. Customer may invite media to the Event only after receipt of written approval from Kenneth C. Griffin Museum of Science and Industry in its sole discretion.

6. **RULES & REGULATIONS.** Customer will, and will cause its employees, volunteers, agents, subcontractors, vendors, invitees, guests, members and other Event participants to, comply with all applicable Kenneth C. Griffin Museum of Science and Industry rules, regulations, policies, procedures and restrictions, each as may be amended or modified from time to time, including the following:
- a. No food, spirits, wine, beer or other beverages may be brought to the Event. All food, spirits, wine, beer and other beverages (such as soft drinks) will be provided by Kenneth C. Griffin Museum of Science and Industry or its outside vendors, which vendors are subject to change without notice from time to time in Kenneth C. Griffin Museum of Science and Industry's sole discretion.
 - b. Food and beverages must be consumed only in designated areas of Griffin Museum of Science and Industry.
 - c. Customer may not hire any vendors or subcontractors for the Event (including for music, entertainment, decorations and photographers) other than Kenneth C. Griffin Museum of Science and Industry's pre-approved vendors.
 - d. Smoking is prohibited at Kenneth C. Griffin Museum of Science and Industry. Outside the building, smoking is only permitted in designated areas.
 - e. Kenneth C. Griffin Museum of Science and Industry facilities are not available for political meetings, religious meetings or gambling-related events, and any such activity is strictly prohibited.
 - f. Kenneth C. Griffin Museum of Science and Industry strictly prohibits any form of laser shows, pyrotechnic or pyrotechnic devices of any kind, firearms or live animals, with the exception of service animals. The following items are prohibited at Kenneth C. Griffin Museum of Science and Industry: open flames (however, votive lights and enclosed candles are permitted on tables in circumstances pre-approved by Kenneth C. Griffin Museum of Science and Industry in writing), fireworks, sparklers, smoke/fog machines, lasers, dry ice, aerosol products (i.e., spray glue, spray glitter, spray snow, spray string, spray paint).
 - g. Decorations. The placement and attachment of any decorations must be approved in advance by Kenneth C. Griffin Museum of Science and Industry and in any event adhere to the fire code. All decorations must be freestanding. Decorations cannot be attached, nailed, stapled, glued, tied or taped to walls, doors, ceilings, floors, platforms or podiums.
 - h. Audio Visual Equipment. If audio visual equipment is required, Customer must rent the equipment from an Kenneth C. Griffin Museum of Science and Industry approved vendor and may be required to contract for an audio visual technician from Kenneth C. Griffin Museum of Science and Industry or an Kenneth C. Griffin Museum of Science and Industry approved vendor to be present during the Event.
 - i. Electric Service. Electrical power is limited within Kenneth C. Griffin Museum of Science and

Industry and cannot be guaranteed. Customer must submit a request of all proposed power requirements for approval to Kenneth C. Griffin Museum of Science and Industry at least seven business days in advance of the Event.

- j. Deliveries and Storage. All displays, decorations, equipment and musicians must enter at Kenneth C. Griffin Museum of Science and Industry's loading dock, unless other arrangements are made in advance with Kenneth C. Griffin Museum of Science and Industry. Delivery and pickup times must be coordinated with Kenneth C. Griffin Museum of Science and Industry in advance. All equipment brought in by outside vendors must be removed immediately upon the conclusion of the Event. When shipping materials, please send them to the following address:

Kenneth C. Griffin Museum of Science and Industry
5700 S. Lake Shore Drive
Chicago, IL 60637
ATTN: Special Events

PLEASE PRINT THE NAME AND DATE OF THE EVENT ON THE BOX

- k. Event Hours, Set-Up and Break-Down Time. Event set up may not begin until Kenneth C. Griffin Museum of Science and Industry has closed to the public unless special arrangements have been made with Kenneth C. Griffin Museum of Science and Industry in advance. The Event shall begin promptly at the scheduled time and the function room or area shall be vacated at the indicated closing time. The Customer will be responsible for any additional costs (to be billed at Kenneth C. Griffin Museum of Science and Industry's then-standard rates for overtime / event overruns) resulting from a change in time. Kenneth C. Griffin Museum of Science and Industry reserves the right to charge a service fee for set-up of rooms with extraordinary requirements.
- l. Occupancy Rates. The room(s) designated for the Event have a maximum occupancy rate. If the Final Guest Count is higher than the occupancy rate, Kenneth C. Griffin Museum of Science and Industry reserves the right to transfer the Event to another event space within Kenneth C. Griffin Museum of Science and Industry or add additional rooms to the Event. Revised changes may affect room rental fees and security charges.
- m. Right of Inspection. Kenneth C. Griffin Museum of Science and Industry and its outside vendors reserve the right to access, inspect and control the Event at all times. This right includes the right to end the Event at any time without liability or penalty of any kind to Kenneth C. Griffin Museum of Science and Industry. Reasons for ending the Event may include the following: crowd control, illegal substances discovered at the Event, fire code violations or disorderly conduct among guests.
- n. Customer's Responsibility. Customer shall be responsible for any expense or cost associated with the Event, including expenses incurred for damage to Kenneth C. Griffin Museum of Science and Industry or its property, lost or stolen items belonging to Customer, its employees, volunteers, agents, subcontractors, vendors, invitees, guests, members and other Event participants.
- o. Event Character; Sponsors. The Event shall harmonize with the character and mission of Kenneth C. Griffin Museum of Science and Industry. The Event may not create any hazard or impose undue hardship to Kenneth C. Griffin Museum of Science and Industry or its collections, exhibits, facilities, staff or visitors. Any sponsors of the Event shall not be a competitor of Kenneth C. Griffin Museum of Science and Industry's sponsors or be conflict with the image of Kenneth C. Griffin Museum of Science and Industry. Customer agrees it will not accept sponsorships for the Event from participants in the alcohol, tobacco or

firearms industries. Customer shall provide a list of potential sponsor(s) of the Event to Kenneth C. Griffin Museum of Science and Industry for approval prior to acceptance of such sponsorships, or, prior to acceptance of this Agreement by Kenneth C. Griffin Museum of Science and Industry for preexisting Event sponsor(s). Customer acknowledges and agrees that Kenneth C. Griffin Museum of Science and Industry may refuse execution of this Agreement or have the right to cancel this Agreement under Section 9.b. below, including entitlement to receipt of damages calculated pursuant to Section 9.a. below, for violation of this Section 6.o. by Customer.

- p. Large Events. For large Events (over 1,500) Customer must use its best efforts to comply with Kenneth C. Griffin Museum of Science and Industry's reasonable requests and requirements, which may include requesting walk throughs in anticipation of the Event.
- q. Fire Code. Customer acknowledges and agrees that in order to comply with the fire code, Customer shall provide to Kenneth C. Griffin Museum of Science and Industry a final layout of the Event at least 30 days prior to the Event Date for submission for review and approval by the Chicago Fire Department. Any changes to a layout that has already been approved by the Chicago Fire Department will require additional review by the Chicago Fire Department, which may or may not be completed prior to the Event Date and may result in additional charges.
- r. Flash Photography. Flash photography is prohibited in certain designated areas.

7. INDEMNIFICATION.

- a. Kenneth C. Griffin Museum of Science and Industry shall indemnify, save and hold the Customer and its employees, officers, directors, subcontractors and agents harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorney fees actually incurred, for injury to property or persons, occurring or allegedly occurring in, on or about Kenneth C. Griffin Museum of Science and Industry resulting solely from Kenneth C. Griffin Museum of Science and Industry's grossly negligent or reckless actions and omissions or willful misconduct. Upon timely written notice from the Customer, Kenneth C. Griffin Museum of Science and Industry shall defend the Customer covered by this paragraph.
- b. The Customer shall indemnify, save and hold Kenneth C. Griffin Museum of Science and Industry, its partners, employees, officers, directors, trustees, subcontractors, agents and volunteers harmless from any and all claims, demands, suits, costs, judgments or other forms of liability to third parties, actual or claimed, including reasonable attorney fees actually incurred, relating to the Customer's use of Kenneth C. Griffin Museum of Science and Industry in connection with the Event (other than those covered by (a) above), including, without limitation, for injury to property or persons, occurring or allegedly occurring from Customer's use of Kenneth C. Griffin Museum of Science and Industry in connection with the Event. Upon timely written notice from Kenneth C. Griffin Museum of Science and Industry to the Customer, the Customer shall defend Kenneth C. Griffin Museum of Science and Industry in any such action or proceeding brought thereon.

- 8. **TERM.** The term ("Term") of this Agreement shall commence as of the Effective Date and shall continue through the later of the completion of the Event or the Customer's responsibilities hereunder, including its payment obligations. Notwithstanding the foregoing, this Agreement shall terminate immediately, upon notice by the non-breaching party that the other party has materially breached any of the terms of this Agreement and such breach (if capable of being cured) has not been cured within thirty (30) days' of the breaching party's receipt of the prior written notice.

9. CANCELLATION POLICY.

- a. Once this Agreement is fully executed and effective and the initial deposit has been received, Kenneth C. Griffin Museum of Science and Industry will consider the Event confirmed and will not book any additional events in the space(s) rented by Customer. Unless specifically provided for herein, in no circumstances will the deposit paid by Customer be refunded to Customer. If the Customer decides to cancel the Event, Kenneth C. Griffin Museum of Science and Industry will suffer damages. If the Customer decides to cancel, it must sent written notice of the same to Kenneth C. Griffin Museum of Science and Industry and the date on which such notice is deemed delivered to Kenneth C. Griffin Museum of Science and Industry pursuant to Section 11 shall be the "cancellation date". Due to the difficulty in ascertaining such damages, Customer agrees that Kenneth C. Griffin Museum of Science and Industry may retain the amounts paid (or required to be paid) by Customer in accordance with the Deposit Schedule as of the cancellation date, as liquidated damages and not as a penalty, for such cancellation. As an example, if an Event is cancelled, and the Customer has paid all deposits required to be paid through the cancellation date, then Kenneth C. Griffin Museum of Science and Industry will be entitled to retain and keep all such amounts. If the Customer has not paid all deposits required to be paid through the cancellation date, then the Customer will be responsible for remitting such amounts to Kenneth C. Griffin Museum of Science and Industry.
- b. Kenneth C. Griffin Museum of Science and Industry reserves the right to cancel this Agreement if the Customer fails, or takes actions which would indicate that it will fail, to comply with the terms of this Agreement. In such event, Kenneth C. Griffin Museum of Science and Industry, its officers, directors, trustees, affiliates, vendors, members, agents, employees and independent contractors are relieved of any and all responsibilities hereunder and are hereby released from any and all claims, liabilities, damage and causes of action which are caused or occur as a result of said cancellation. In the event of cancellation by Kenneth C. Griffin Museum of Science and Industry under this Section
- c. Customer acknowledges and agrees that Kenneth C. Griffin Museum of Science and Industry will be entitled to liquidated damages as calculated in Section 9.a. above.

10. REPRESENTATION, WARRANTIES & COVENANTS.

- a. Each party represents and warrants to the other that: (i) it has all rights necessary to grant the other party the rights granted by this Agreement; (ii) it has the power and authority to enter into, and perform its obligations under this Agreement; (iii) the individuals executing this Agreement on behalf of each entity are duly authorized to execute such Agreement and bind each entity according to the terms of this Agreement; and (iv) it is under no obligation, contractual or otherwise, which might in any way interfere with its full and complete performance of this Agreement.
- b. The Customer, its members, agents, vendors and guests, at its and their sole cost and expense, shall acquire and maintain all appropriate licenses, registrations and approvals necessary to conduct the activities called for by this Agreement and the Event.
- c. The Customer shall conduct its activities in accordance with all applicable laws and regulations, which, in any way, relate to the activities that occur at the Event or are contemplated by this Agreement.
- d. Customer will assume full responsibility and liability for any and all damage done to Kenneth C. Griffin Museum of Science and Industry or its contents (i) during the rental period, (ii)

occurring as a result of the Event or (iii) occurring as a result of the Customer's, its member's, volunteer's, agent's, employee's, vendor's, subcontractor's, invitee's and attendee's, Event participant's and guest's use of Kenneth C. Griffin Museum of Science and Industry's facilities including, but not limited to, damage or misappropriation caused by the any of the foregoing persons.

- e. The Customer, and its members, volunteers, agents, employees, vendors, subcontractors, invitees and attendees hereby agree to enter upon and use the Kenneth C. Griffin Museum of Science and Industry facilities at their own risk. Kenneth C. Griffin Museum of Science and Industry shall not be liable for any personal injuries or property damage sustained by any person or entity while on Kenneth C. Griffin Museum of Science and Industry property or occurring as a result of the Event. The Customer assumes full responsibility for any such damage, which is sustained, including that sustained by its members, volunteers, agents, employees, vendors, subcontractors, invitees and attendees. In consideration of being granted the right to use Kenneth C. Griffin Museum of Science and Industry facilities, the Customer agrees to hold harmless, and hereby releases, Kenneth C. Griffin Museum of Science and Industry, the Chicago Park District and its and their affiliates, its trustees, agents, vendors and employees from any and all claims, demands, damages, rights of action, costs and expenses (including reasonable attorneys' fees) imposed upon, or incurred by, or asserted against any of them or the venue arising out of or associated with the Event. However, Kenneth C. Griffin Museum of Science and Industry will assume responsibility for damages and injuries caused solely by the negligence of its employees, agents, and vendors, provided such employees, agents and vendors are acting within the scope of their respective engagements with Kenneth C. Griffin Museum of Science and Industry. Customer hereby expressly assumes all risk of, and waives any claims with regard to, any loss, damage, injury or destruction of or to any property or person arising out of or associated Billing Contract. with the Event, including but not limited to consequential damages.

11. MISCELLANEOUS.

- a. Waiver & Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both parties hereto.
- b. Force Majeure, Limitation on Liability. If, for any reason beyond its control, including, but not limited to, strikes, protests, labor disputes, accidents, government requisitions, acts of war or acts of God, Kenneth C. Griffin Museum of Science and Industry is unable to perform its obligations hereunder, or, in the reasonable discretion of MSI, any such acts or causes require cancellation of the Event for safety or security reasons, such nonperformance is excused and Kenneth C. Griffin Museum of Science and Industry may terminate this Agreement without further liability of any kind or nature. In the event of such termination, Kenneth C. Griffin Museum of Science and Industry shall promptly return any deposit or payment made by the Customer. IN NO EVENT SHALL MSI BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. MSI'S SOLE AND COMPLETE LIABILITY TO CUSTOMER SHALL BE LIMITED TO THE AGGREGATE NET AMOUNT ACTUALLY PAID BY THE CUSTOMER TO MSI PURSUANT TO THIS AGREEMENT.
- c. Notices. All notices, authorizations, and requests in connection with this Agreement will be deemed given: (i) on the day they are deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; (ii) on the day they are sent by air express courier, charges prepaid; or (iii) on the day of transmittal if sent by facsimile; and addressed as follows (or to such other address as the party to receive the notice or request so designates

by written notice to the other):

If to Kenneth C. Griffin Museum of Science and Industry:
General Manager, Food Services and Special Events
Special Events Department c/o
Kenneth C. Griffin Museum of Science and Industry
5700 S. Lake Shore Drive
Chicago, Illinois 60637-2093
Facsimile: Fax: (773) 684-3510

If to the Customer:

With a copy, which will not constitute notice, to:
Kenneth C. Griffin Museum of Science and Industry
Vice President and Chief Financial Officer
5700 S. Lake Shore Drive
Chicago, Illinois 60637-2093
Facsimile: (773) 753-6291

- d. Binding Nature; Assignment; Termination. This Agreement shall inure to the benefit of and shall be binding upon the executors, administrators, successors, assigns and/or the personal and legal representatives of the Customer. This Agreement and the rights and obligations of the Customer may not be assigned except with the written consent of Kenneth C. Griffin Museum of Science and Industry. Kenneth C. Griffin Museum of Science and Industry may delegate any of its obligations or rights hereunder to a third party in its sole discretion. The obligations and rights set forth in Articles 1(b), 6(n), 7, 9, 10 and 11 shall survive the termination of this Agreement. Sodexo America, LLC shall be deemed to be an agent of Kenneth C. Griffin Museum of Science and Industry for the purposes of this Agreement.
- e. Governing Law and Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois. Each of the parties to this Agreement consents to submit to the exclusive personal jurisdiction of any federal or state court sitting in Cook County, Illinois in any action or proceeding arising out of or relating to this Agreement, and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each of the parties to this Agreement agrees not to assert in any action or proceeding arising out of or relating to this Agreement that such venue in Cook County, Illinois, is improper and waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto.
- f. Construction. Titles or headings in this Agreement are for convenience only and shall have no substantive effect. Whenever the context of this Agreement requires, the gender of all terms herein shall include the masculine, feminine and neuter, and the reference to the singular of a term shall also include the plural thereof. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."
- g. Waiver. The waiver by a party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of any provision hereof. Delay in the enforcement of or the insistence on the performance of any right, which arises upon the breach, or violation of this Agreement shall not operate as a waiver of such or any subsequent breach or violation
- h. Blue Pencil. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall, in no event, affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall remain in full

force and effect, in accordance with its terms.

* * * *

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers which are duly authorized, as of the Effective Date.

Client Signature

Venue Signature