

Flinn Foundation Educational Conference Center Terms of Use Agreement

Please read this Terms of Use Agreement (this “Agreement”) carefully, as it governs the use of all facilities owned or operated by the Flinn Foundation Educational Conference Center LLC (the “Center”), including the conference center located at 1802 North Central Avenue, Phoenix, Arizona 85004. By accessing or using the Center’s facilities, you agree to all the terms of this Agreement along with any additional policies and procedures communicated to you by the Center.

General Conditions of Use

1. The purpose of the Center is to advance the Flinn Foundation’s mission and support its focused work in the biosciences, education, civic leadership, and the arts.
2. The Center’s facilities are available for use at no cost to qualified Arizona nonprofit organizations (each a “Sponsoring Organization”) and state and local Arizona government agencies (each a “Sponsoring Agency”) closely aligned with the Foundation’s specific areas of focus in the biosciences, education, civic leadership, and the arts, based on availability, appropriateness of intended use, and upon approval of an online Booking Request. In this Agreement, “Booking Organization” means the Sponsoring Organization, Sponsoring Agency, or other qualified organization, as applicable, that intends to and/or uses the Center.
3. A Booking Organization may submit a Booking Request only after initial booking access membership is approved. Once booking access membership is granted by the Center, all Booking Requests should be submitted through the online booking system no less than 48 hours and no more than three months in advance of the meeting or event. The Center will consider all Booking Requests based on space availability, the appropriateness of the intended use, and availability of the Center’s resources. The Center reserves the right to clarify/cancel a booking if it is determined, in the sole and absolute discretion of the Center, that the event falls outside of the Center’s use guidelines.
4. Each Sponsoring Organization must provide a copy of the organization’s determination letter confirming its tax-exempt tax status when applying for initial booking access membership. If the Booking Organization is a public charity exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, the Booking Organization agrees that it will only use the Center to further the Booking Organization’s exempt purposes.
5. Each Booking Organization represents and warrants that neither it nor its employees, agents, contractors, guests, or event participants will use the Center’s facilities for activities that constitute participation or intervention in any partisan purpose, specific pending legislative or ballot action, or political campaign on behalf of (or in opposition to) any candidate for public office. In addition, fundraising events, personal or family events, or events where attendance is expected to exceed the room maximums, are not appropriate uses of the Center’s facilities.
6. The Center reserves the right to cancel a booking due to unforeseen facts or circumstances and assumes no liability or expense related to or due to the cancellation.
7. Each Booking Organization acknowledges that it is responsible for the conduct and behavior of its employees, agents, contractors, guests, and event participants while at the Center’s facilities for the event.

Indemnity and Insurance Certificate

1. Indemnity - To the maximum extent allowed by applicable law, each Booking Organization will indemnify, defend, and hold harmless the Center, the Flinn Foundation and each of their respective

officers, directors, trustees, and employees for, from, and against any claims, losses, damages, liabilities, or expenses (including attorney's fees) incurred in connection with the Booking Organization's use of the Center's facilities. This indemnification obligation includes, but is not limited to, damages to the Center's facilities, or personal injury or death arising out of or connected with: (i) use of the Center's facilities by the Booking Organization; (ii) food and other services provided by other parties; (iii) claims by any third party in connection with such use or the onsite event; (iv) any act or omission by the Booking Organization or its employees, agents, contractors, guests, or event participants; and (v) any breach by the Booking Organization of any provision of this Agreement or the policies and guidelines incorporated herein or communicated to the Booking Organization by the Center.

2. **Insurance** – Each Booking Organization represents, covenants, and warrants that it will maintain personal property, liability, and other applicable insurance(s) against any claims arising from any activity by the Booking Organization or its employees, agents, contractors, guests, and event participants during the event. Insurance policy terms and limits are as follows:
 - a. General Liability Insurance covering bodily injury, property damage, and contractual liability with limits of not less than \$1,000,000 per occurrence. The Booking Organization's general liability insurance policy will be primary for claims arising from any activity by the Booking Organization or its employees, agents, contractors, guests, and event participants during the event and the Center's insurance will not contribute until the Booking Organization's insurance is exhausted.
 - b. Workers Compensation in accordance with the statutory requirements of the state or states in which the Booking Organization has employees, and employer's liability insurance of not less than \$500,000 for each incident of bodily injury by accident and \$500,000 per employee for each bodily injury by disease.
 - c. The Center reserves the right to require a Booking Organization to provide proof of suitable insurance at least five (5) business days prior to the event. If requested, the Booking Organization will provide the Center acceptable documentation (e.g., a Certificate of Insurance) for all required insurance coverages, including endorsements naming "Flinn Foundation" and "Flinn Foundation Educational Conference Center LLC" as additional insureds for the date and for the duration of the event. In the case of a Sponsoring Agency, an equivalent certificate of coverage from the Arizona Department of Risk Management may be required.

The Center shall have the right to cancel the event booking and/or prevent Booking Organization and its guests and invitees from accessing the Center's facilities until satisfactory evidence of insurance is received by the Center's staff.

Access, Set Up, and Clean Up

1. Events may not begin prior to 9:00 am Monday-Friday and access to the Center's facilities are not available before 8:30 am. Equipment rentals or event materials may be delivered the day prior to the event with advance approval by the Center's staff. Setup may occur the day prior to the event if the Center's facilities are unoccupied, or starting at 8:30 am on the day of the event.
2. All rental equipment and/or event materials must be removed from the Center's facilities immediately following the event unless prior arrangements are made with the Center's staff. If special arrangements are allowed, all rental equipment must be picked up no later than noon the following day or noon the following Monday if the event is on Friday.
3. Signage may be displayed on the room's assigned registration table or inside the assigned meeting room only. No items may be attached to any wall, floor, window, ceiling, or other surface with nails, staples, or any other substance without prior approval from the Center's staff. Flipcharts are available

in the meeting rooms and contain self-adhesive chart paper. Chart paper should not be written on while affixed to the walls.

4. Decorations and/or signage must not block doors, emergency exits or signage, fire extinguishers, sprinklers, lighting, or display systems. All centerpieces, decorations, etc. must be disposed of or removed by the Booking Organization at the end of the event.
 - a. Open flames, including tea-light candles, and the use of fireworks or pyrotechnics of any kind are prohibited anywhere on the premises.
 - b. Adhesive-backed decals or stickers, helium balloons, glitter, rice, birdseed, confetti, fog machines, or other similar decorating items are also prohibited anywhere on the premises.
5. Promotional materials about a meeting or event held at the Center's facilities, including news releases and media advisories, must be provided to the Center's staff at least forty-eight (48) hours before being issued. The Center reserves the right to edit all such promotional materials as they relate to the Flinn Foundation, the Center, or the Center's facilities.
6. Organizations seeking to conduct a press conference at the Center must request approval during the booking process. If a Booking Organization anticipates live-remote media coverage, forty-eight (48) hours advance written notice must be provided to the Center. The Center's staff are not available for media interviews during an event unless prearranged.
7. No meeting room tables, lobby furniture, artwork, planters, patio furniture, or other Center furniture or equipment may be moved by the Booking Organization's employees, agents, contractors, guests, or event participants. Please notify the Center's staff for assistance with any set-up questions.
8. The Center's facilities must be left in a neat and orderly condition, free of debris and other materials after the event. All meeting rooms must be returned to the standard set up if any adjustments were made. All audio and visual equipment must be returned in good working condition. The Center's facilities must be vacated by all guests and event participants within 30 minutes of the approved event completion time.
9. Neither the Center nor the Foundation assumes responsibility or liability for any damage to or loss of any property left unattended or left on the premises prior to, during, or following an event.

Audiovisual & Other Equipment

1. Available audio and visual equipment must be requested during the online booking process and any updates must be made through the booking platform at least 24 hours prior to the event.
2. Each Booking Organization agrees to provide a designated representative who will arrive at least 15 minutes prior to the event start time to familiarize themselves with the proper use of the Center's audio and visual equipment, the Center's lighting console, and other in-room equipment. The designated representative will be responsible for ensuring the proper use and protection of the Center's equipment and systems throughout the event and for returning all equipment in good working order at the end of the event.
3. Any video conferencing platforms (e.g., Zoom or Teams) used during an event must be arranged through the Booking Organization's own account.
4. The Center reserves the right to refuse use of its equipment to any Booking Organization that fails to protect the Center's equipment, and/or that uses the equipment in a careless manner.
5. The Booking Organization agrees to alert the Center's staff immediately of any damage to the Center's equipment, furniture and/or furnishings or any other property at the Center. The Booking

Organization will be responsible for any loss or damage to the Center's equipment, furniture and/or furnishings or other property caused by the Booking Organization's representatives, employees, agents, contractors, guests or event participants.

Food Service and Catering

1. Each Booking Organization must contract directly with a Center-approved catering firm for any onsite food and/or beverage service, have a representative onsite to meet the approved caterer when they arrive, and cover all catering costs directly with the caterer. The Center must be notified through the booking system of the approved catering firm being used for the event. The Flinn Foundation is a Certified Arizona Green Business and is committed to sustainable practices. The Center's approved catering firms are committed to providing compostable and recyclable supplies whenever possible. Booking Organizations should request compostable supplies when securing catering services and encourage attendees to bring refillable beverage containers to use with the Center's filtered water station.
2. The Booking Organization may not provide home cooked or unpackaged food to serve at the event. Pre-packaged food and beverages brought in their original sealed containers are acceptable in lieu of contracting with an approved caterer. Event attendees may also bring their own "brown bag" lunches; however, attendees should be made aware that no kitchen facilities, refrigerators, or microwaves are available for use by the Booking Organization or its employees, agents, contractors, guests, or event participants.
3. Arrangements for pick-up of caterer-owned equipment must be made directly with the caterer by the Booking Organization and all items must be picked up at the end of the event unless prior arrangements have been made with the Center's staff.
4. All leftover food and/or beverages must be disposed of or removed by the caterer or the Booking Organization and all trash, recycling, and compostable materials must be put in the appropriate receptacles at the end of the event.
5. Beverages containing alcohol are not permitted for use or distribution by the Booking Organizations and may not be consumed in the Center's facilities by the Booking Organization's employees, agents, contractors, guests, or event participants.

Parking

Limited onsite parking is available for guests of the Center in the Center's visitor parking lot located on the east side of the Center. Overflow parking may be available for a fee by contacting the parking garage located in the BMO tower just north of the Center. The Booking Organization should advise all event participants to carpool and/or use the light rail when possible and advise all event participants that the Center does not validate parking.

Additional Information

1. No Weapons - The Center prohibits the possession or carrying of any weapons and/or firearms within the Center's facilities or on the Flinn Foundation's property generally pursuant to A.R.S. § 4-229. Only on-duty law enforcement personnel with jurisdiction and who are expressly authorized to carry weapons may do so while on Foundation property.
2. No Smoking - Smoking is not permitted anywhere inside the building, on the patios, or near any of the building entrances.

3. No Solicitation - Solicitation means any activity which can be interpreted as being for the promotion, sale, or transfer of products, services, memberships, or for the participation in any venture of any kind, including organizational or grievance activities. The distribution and/or posting of handbills, leaflets, circulars, advertising, posters, or other printed material for these purposes is solicitation and is prohibited.
4. Service animals are welcome within the Center's facilities, but no other animals are permitted.
5. The Booking Organization and its representative(s) are responsible for ensuring that all fire and safety ordinances are complied with during the event, and that any additional licenses or approvals are acquired if necessary.
6. The Booking Organization is responsible for the behavior and actions of its guests, invitees, employees, contractors, agents, and event participants while at the Center. Behavior that is offensive, abusive, or illegal, or which may result in harm to employees or guests of the Flinn Foundation or the Center or to the Center's facilities is prohibited.
7. This Agreement is subject to all applicable federal, state, and local laws including health and safety codes, alcoholic beverage laws and the like. The Booking Organization agrees to cooperate with the Center to ensure compliance with such laws at all times.