



PARTNER AGREEMENT

This Agreement is entered into this April 1, 2013, by and between Oregon Museum of Science and Industry ("OMSI") and Rose City Astronomers (RCA) ("Contracted Party") with its principal business address at: OMSI 1945 SE Water Ave., Portland, OR 97214

Location ("Location"):

OMSI 1945 SE Water Ave., Portland, OR 97214
Rooster Rock and Stub Stewart State Parks
and/or other mutually agreed upon locations

Working Title of Activity (ies): Rose City Astronomers ("Activity")

Describe the Activity (ies): Annual agreement with the Rose City Astronomers for use of OMSI space for monthly RCA meeting and other partner activities listed below in the 'Partnership' section of this agreement.

OMSI will not approve this Agreement for any activity that is pornographic, obscene, or otherwise inconsistent with OMSI's mission and family orientation.

Date(s) on Location ("Dates"): Agreement is valid June 1, 2013 – May 31, 2014

Activity (ies) Agent ("Agent"): RCA President, **David Nemo**
(Activity participant, organizer, or planner, etc. on Location)

OMSI Liaison: OMSI Director of Space Science Education, **Jim Todd**
(OMSI representative, Liaison between OMSI and RCA)

Partnership. OMSI and Rose City Astronomers are partnering to provide astronomy opportunities to the general public. In order for these to be successful, each party agrees to the following:

OMSI:

- OMSI will provide use of the auditorium on the third Monday of each month from 6pm to 10:30pm. OMSI reserves the right to move the RCA meeting to another suitable location in the museum on the same date if needed.
- OMSI will provide an available room in the museum (excluding the auditorium and café) once each month on Sunday, Monday or Tuesday from 6pm to 10:30pm.
- OMSI will provide chairs, sound system, microphone, podium, and projectors as needed by RCA
- OMSI reserves the right to deny permission for any outside equipment use. OMSI will notify RCA within three day of receipt of such notification if OMSI decides to deny RCA's request to use outside equipment.
- OMSI will collect incoming RCA mail, with OMSI's address.

- OMSI will provide a minimal amount of storage space for RCA telescopes, books, membership packets and RCA sales material based on availability. OMSI will attempt to protect RCA assets but assumes no responsibility for any losses to RCA property.
- OMSI will schedule, coordinate, and set-up OMSI Star Parties. Star Parties will be scheduled one year in advance on dates that are mutually agreeable to both OMSI and RCA.
- OMSI Star Parties will be publicized by OMSI as OMSI/RCA events.
- All volunteer work performed by RCA members will be documented by RCA. Documentation will be provided by OMSI on a regular basis.
- OMSI will provide event and planetarium information to RCA for the RCA monthly newsletter prior to newsletter deadlines as dictated by RCA.

Rose City Astronomers (RCA):

- RCA will notify OMSI of any outside equipment that they want to use at OMSI.
- RCA is responsible for picking up mail sent to OMSI from OMSI event sponsor on a regular basis.
- RCA will promote OMSI Star Parties to RCA members and encourage them to participate with their telescopes to provide viewing opportunities and information on astronomy to those in attendance.
- All volunteer work performed by RCA members will be documented by RCA.
- RCA will promote OMSI events and planetarium information in the RCA monthly newsletter.

Permission. Subject to the terms and conditions of this Agreement, OMSI shall permit the Contracted Party, Agent, and their respective employees, club members, agents and contractors to enter the Location on the Date(s) and for the purpose of the "activities" noted above. OMSI reserves the right to waive any of the terms and conditions of this Agreement in our discretion.

All programs and events must be conducted in a manner consistent with the mission, purpose and policies established by OMSI for the museum. OMSI reserves the right to deny or cancel a program or event if it is sponsored by an entity whose goals or programs conflict with those of OMSI or if the program or event is for a purpose or topic that in OMSI's sole judgment is inconsistent with OMSI's mission or values, as determined by the OMSI-RCA liaison.

The full proposed wording of notices, invitations, press releases and other promotional material in any form of media connected with the event must be submitted to the OMSI-RCA liaison for OMSI's approval in advance of printing, publication and circulation. Organizations and individuals may not imply museum endorsement or sponsorship in their invitations or publicity. OMSI disclaims any endorsement of the views that may be expressed or the actions taken at any event, and may confirm this disclaimer publicly and privately.

Contracted Party may not use OMSI's name in connection with the event, except to identify the museum as the event location, without the express written consent of the museum. Advertising and publicity naming the museum as the location may not begin until the event is approved by OMSI.

OMSI and its facilities are not available for any political campaign on behalf of (or in opposition to) any candidate for elective public office.

Any organization seeking to use OMSI for a program or event involving an admission charge, fundraising, or product sales must be recognized as a nonprofit, tax-exempt organization under section 501(c)(3) or other applicable sections of the Internal Revenue Code, as determined by OMSI.

Contracted Party may provide banners, displays, signs, exhibits and decorations provided they conform to all OMSI requirements and applicable fire, life and safety codes and requirements. Placement and attachment of such items must be done in a manner coordinated by OMSI. Helium balloons, stickers, and glitter are not permitted. Fog and smoke machines and equipment for laser shows must be approved by OMSI.

Indemnification. Contracted Party shall defend, indemnify and hold harmless OMSI and its officers, directors, trustees, members, guests, affiliates, agents, employees and volunteers (each an "Indemnified Party") from and against any and all claims, demands, suits, actions, causes of action, obligations, losses, liabilities, damages and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, "Claims") arising from or relating to negligence or willful misconduct of Contracting Party or its Agents or any of their respective employees, club members, agents or contractors in the performance of the Activities contracted between OMSI and the Contracted Party.

Worker's Compensation Insurance. Contracted Party acknowledges that OMSI is not responsible for providing workers compensation insurance for the Contracted Party or its employees.

Insurance.

All contractors/vendors/third parties requesting access to OMSI property must provide ACORD certificates of insurance evidencing the following coverages for the term of their presence on site.

The contractor/vendor/third party will provide advance thirty days notice to OMSI if coverage is cancelled, non-renewed, or limits are reduced. Insurance shall be placed with an insurance company licensed to do business in OR and rated A-7 or better by A.M. Best.

1. **General liability coverage:** Commercial general liability (including products and completed operations, broadform property damage and contractual) insurance coverage in the following amounts:
\$1,000,000 Each occurrence
\$2,000,000 General and Products/Completed Operations Aggregates
Coverage must be primary and not excess over or contributory with any other insurance in force for OMSI.
OMSI will be listed as an additional insured on the policy.
2. **Automobile Liability Insurance:** Automobile liability for owned, non owned, and hired autos in the following amounts:
\$1,000,000 Any one occurrence or loss
3. **Worker's Compensation:** Coverage must extend to all employees and agents working in any capacity on OMSI property in the amount of:
Workers' Compensation Statutory
Employer's Liability \$500,000 bodily injury by Accident each accident
 \$500,000 bodily injury by disease each employee
 \$500,000 bodily injury by disease policy limit
4. **Property Insurance:** Coverage must include personal property insurance against loss by fire and other perils covered by a special form all risk property insurance policy. The amount of the insurance shall cover not less than the full replacement value of the personal property. Such property insurance shall contain a clause allowing waiver of subrogation in favor of OMSI.

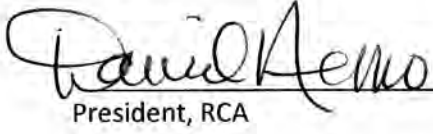
Authorized Representative
of Contracted Party

Date



OMSI Event Sponsor

6/5/13
Date



President, RCA

6/3/13
Date



OMSI Events Manager

6/5/13
Date