



American Airlines C.R Smith Museum  
 4601 Highway 360  
 Fort Worth, TX 76155  
 PO Box 619617, MD 808 GSWFA  
 DFW Airport, TX 75261-9617

## C.R. SMITH MUSEUM CHILD(REN'S) BIRTHDAY PARTY/ CELEBRATION - LETTER OF AGREEMENT

**American Airlines**

CB | 11/12/14 |  
 Child(rens') birthday party/celebration  
 Letter of Agreement & Term Sheet (1 of 2)

This letter constitutes an agreement between The C.R. Smith Aviation Museum Foundation ("Museum") and (first, last name) \_\_\_\_\_ (hereafter the "Sponsor") covering the upcoming event to be held in the American Airlines C.R. Smith Museum (location) \_\_\_\_\_ on (date) \_\_\_\_\_ during the time-frame of (time) \_\_\_\_\_, for the purpose of  **Birthday Party/Celebration**.

The facility rental costs for this event are: (Check appropriate term)	CRSM Member: <input type="checkbox"/> \$200.00 (\$100 deposit)	Non-CRSM Member: <input type="checkbox"/> \$225.00 (\$100 deposit)
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Deposit Payment Method <i>(no checks accepted)</i> :	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Cash (to be paid on-site at the Giftshop)
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- ➔ Facility Rental Deposit is: \$100.00. The deposit shall hold the date and time of the facility rental.
- ➔ For credit card payments, please enter credit card information below when not paying on-site.
- ➔ Credit Card to be charged no less than the rental deposit upon receipt of this signed Letter of Agreement and Term Sheet or Cash is due on date of signing on-site at the Museum Giftshop.
- ➔ Any remaining balance will be due at Museum check-in the day of the scheduled event.
- ➔ Additional party attendees over and above the allotted 20 guests will be charged **\$3.00**/per person.

Name on Card: _____	Credit Card #: _____	
Expiration Date: _____	Security Code: _____	Card Type: _____
Amount to charge: (\$ _____ Deposit    \$ _____ Full Rental    \$ _____ other )		<b>Sponsor Initials:</b> _____
Remaining Balance due at Museum check-in: \$ _____ <i>(plus any incidentals/applicable fees)</i>		<b>Sponsor Initials:</b> _____

<b>Sponsor Name:</b> _____	<b>Email Address:</b> _____			
<b>Billing Address:</b> _____	<b>Telephone Number:</b> _____			
<b>City:</b> _____	<b>State:</b> _____	<b>Zip:</b> _____	<b>Honoree's First Name:</b> _____	<b>Age:</b> _____
<input type="checkbox"/> <i>Check here to receive Special Promotions and Museum updates</i>				

**Estimated Number of Attendees\*:** \_\_\_\_\_

*\*The rental fee covers admission for up to 20 guests (children and adults). Additional attendees will be charged discounted party rate noted above.*

**Sponsor to Initial Preference below:**

Additional attendees to pay own admission _____ <small><i>e-initials permitted when submitted electronically</i></small>	Sponsor to pay admission of additional attendees _____ <small><i>e-initials permitted when submitted electronically</i></small>
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The terms of this Letter of Agreement and Term Sheet become effective, authorizing commencement of activity, as of the date and payment terms accepted and agreed to by both parties and not before. This Agreement encompasses only the event as set forth on the Letter of Agreement. Signature affirms the receipt, understanding and agreement to the Term Sheet and Letter of Agreement.

\_\_\_\_\_  
 Sponsor Signature:  
*e-signature permitted when submitted electronically*

\_\_\_\_\_  
 American Airlines C.R. Smith Museum

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Date Signed



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## C.R. SMITH MUSEUM CHILD(RENS) BIRTHDAY PARTY/ CELEBRATION - TERM SHEET

American Airlines 

CB | 11/12/14 |  
Child(rens) birthday party/celebration  
Letter of Agreement & Term Sheet (2 of 2)

### **Museum Rental**

Museum facility rental costs include table/chair set up and activity templates for the total number of attendees as stated in the Letter of Agreement. Rental fee includes admission for 20 attendees. Additional attendees will be charged (at preference of Sponsor, as initialed in the Letter of Agreement) the discounted party rate as noted in the Letter of Agreement.

The deposit, as set out within the Letter of Agreement, will be due and payable at the time of signing this Letter of Agreement. Payment of the deposit shall place a hold on the date and time of the facility rental. The balance of the total rental cost will be due and payable upon arrival to the Museum on the day of the scheduled event date. Payment for any incidentals and/or additional fees inclusive of additional attendees over and above the allotted amount will also be due on the day of the scheduled event. The Museum accepts cash or credit card. Other methods, including Checks, cannot be accepted.

The Museum shall have the option to cancel this agreement not less than thirty (30) days prior to the event. In this case, the Museum shall reimburse to the Sponsor any and all amounts already paid by the Sponsor to the Museum. The Sponsor will defend, indemnify and hold harmless the Museum, the American Airlines C.R. Smith Museum, and American Airlines, Inc., their officers, directors, agents and employees from and against any and all liabilities, claims, suits, losses, damages and expenses (including reasonable attorney fees) arising out of or in connection with the performance (or non-performance) of this Agreement by Sponsor, its agents, servants or employees. The Sponsor will have no authority to bind the Foundation, the Museum, and/or American Airlines, or otherwise incur liability on behalf of the aforementioned parties.

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Texas without regard to conflict of law principles. The parties hereto agree that a non-exclusive forum for any action brought hereunder may be in the State of Texas, USA, and in the United States District Court for the Northern District of Texas, Fort Worth Division.

The Museum shall be liable for any and all damages caused to the Sponsor by its employees, agents, servants and subcontractors, if any, provided such liability shall not exceed the consideration paid by Sponsor hereunder for facility rental charges. The Museum shall not be liable for any delay or failure to render the services provided for under this Agreement directly or indirectly resulting from or due to, causes beyond its reasonable control, including, but not limited to, acts of God or war, acts of terror, riots, fires, floods, severe weather, explosions, accidents, governmental priorities, strikes or labor disputes, inability to obtain necessary materials, accessories, equipment or parts from manufacturers or suppliers.

**Event Cancellation** - Any requests for cancellation by the Sponsor made within seven days prior to the event will be charged the deposit amount as noted within the Letter of Agreement.

**Outside Food, Drink, Items** - Outside food and drink are permitted in designated party area only, not throughout the Museum. No silly string, confetti, piñatas, poppers or open flames, however birthday candles are permitted. Sponsor is responsible to bring in all items on their own and subsequently remove all items brought onsite. Sponsor agrees to leave rental area clean at the end of the approved time, including, but not limited to removal of all trash in event area.

**Videotaping / Recording / Photography** - Photographs and videotape footage of the Museum may be used for non-commercial purposes only and may not be used for advertising/commercial or promotional purposes. Videotaping of Pursuit of Flight or Spirit of American is not permitted.

**Loss or Damage** - Wilful damage must not be caused by anyone attending the party, to the facilities, fixtures or fittings. The Sponsor may be held liable to pay for the rectification of any damage (including accidental) caused by anyone attending the Sponsor's party. Museum does not accept responsibility for the loss of property or theft arising from the use of facilities. Money or valuables should, therefore, not be left unattended.

**Conduct and Control** - The Sponsor must ensure that 2 adults (in addition to Museum Staff) are present during the party and all guests at the party are supervised. Fire and safety regulations must be adhered to. The Emergency Action Procedures of the building are available upon request. Museum, through its Manager, reserves at their discretion, to refuse the admission or to evict any person from any site, or to terminate any party during the period should any conditions not be adhered to. No refunds shall be issued if the party is terminated by the Museum on basis of conduct.