

D-14
**ORIGINAL
FILED**

Superior Court of California
County of Los Angeles

OCT 14 2009

John A. Clarke, Executive Officer/Clerk
By A. Sajarde, Deputy
ANNETTE FAJARDO

GIBSON, DUNN & CRUTCHER LLP
PATRICK W. DENNIS, SBN 106796
JAMES L. ZELENAY, SBN 237339
MATTHEW C. WICKERSHAM, SBN 241733
333 South Grand Avenue
Los Angeles, California 90071-3197
Telephone: (213) 229-7000
Facsimile: (213) 229-7520
PDennis@gibsondunn.com

Attorneys for Defendant,
California Science Center Foundation

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

AMERICAN FREEDOM ALLIANCE,

Plaintiff,

v.

CALIFORNIA SCIENCE CENTER
FOUNDATION,

Defendant.

CASE NO. BC 423687

DECLARATION OF CHRISTINA M. SION IN
SUPPORT OF THE CALIFORNIA SCIENCE
CENTER FOUNDATION'S OPPOSITION TO
THE EMERGENCY RELIEF REQUEST BY
THE AMERICAN FREEDOM ALLIANCE

HEARING DATE: October 14, 2009
HEARING TIME: 8:30 a.m.
HEARING PLACE: TBD

DATE OF FILING
OF COMPLAINT: October 14, 2009

TRIAL DATE: TBD

DECLARATION OF CHRISTINA M. SION

I, Christina M. Sion, declare as follows:

1. I submit this declaration in support of the California Science Center Foundation's opposition to the emergency relief request by the American Freedom Alliance ("AFA"). I have personal knowledge of the facts set forth herein and if called as a witness, I could and would competently testify hereto.

2. I am Vice-President of Food and Event Services for the California Science Center Foundation (the "Foundation"). I have worked for the Foundation for nearly 18 years. In 1998, I initiated the Facilities Use Program, which involves leasing space within the California Science Center for private events after the Science Center has closed to the public.

3. An average of 200 events are held per year for various outside and internal clients. By way of example, the Foundation leases the IMAX Theater at the California Science Center from the State of California and therefore controls access to the theater for any outside groups or individuals who wish to use that space for their events. While the California Science Center, which is a state agency, owns the property, the Foundation is a private entity that contracts with the outside groups and arranges for these private events to be held.

4. On September 23, 2009, I was contacted by Joe Peterson, on behalf of the AFA. He inquired as to the availability of the IMAX theater on October 18, 2009 and October 25, 2009. Mr. Peterson told me that the AFA had previously scheduled for a film screening on October 18, 2009 at the Bridge Theater in Culver City but it was subsequently cancelled by the theater.

5. On September 24, 2009, I received a phone call from Avi Davis with the AFA concerning the use of the IMAX theater on October 25, 2009. He arranged for a site inspection on the following morning.

6. On September 25, 2009, Lori Matsunaga, the sales manager for Event Services with the Foundation, conducted a site inspection with Avi Davis and later that day she sent by email the initial Event Price Estimate and the Foundation's Policies and Procedures to Avi Davis. Attached as Exhibit A is a true and correct copy of the email sent by Lori Matsunaga to Avi Davis on September 25, 2009. The initial Price Estimate was never signed.

1 7. The Event Policies and Procedures included a provision requiring that all promotional
2 materials mentioning the California Science Center produced for a private event must be approved by
3 the Event Services Office prior to printing or broadcast. Attached as Exhibit B is a true and correct
4 copy of the Foundation's Event Policies and Procedures. The Event Price Estimate and Event
5 Policies and Procedures also specified that a signed Event Price Estimate must be received by the
6 Foundation in order to proceed with a private event at the California Science Center.

7 8. Although a 50% deposit is generally required with a signed price estimate, I had
8 agreed with Joel Strom, a member of the Board of Trustees for the Foundation, that the deposit did
9 not need to be paid until October 15, 2009. Joel Strom represented to me that his wife is a board
10 member with the AFA.

11 9. After I learned of additional costs to ship the IMAX film from Toronto to Los Angeles
12 and associated distribution fees of \$410, I directed Lori Matsunaga on October 1, 2009 to amend the
13 original Event Price Estimate with the additional fees. At this time she also attached the separate
14 sales agreement with the modified payment terms that I previously agreed to per my phone
15 conversation with Dr. Strom. A signed copy of this addendum to the Event Price Estimate reflecting
16 revised payment terms was never returned.

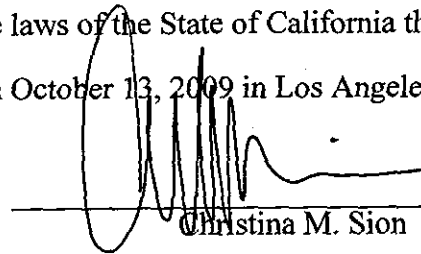
17 10. On October 5, 2009, at 12:50 p.m., I received the revised signed Price Estimate from
18 Avi Davis for the event on October 25, 2009. Attached as Exhibit C is a true and correct copy of the
19 signed Event Price Estimate.

20 11. Also on October 5, 2009, I received an email from Shell Amega, the Vice President of
21 Communications at the Foundation, forwarding a Press Release dated October 5, 2009 from an
22 organization known as the Discovery Institute concerning the movie screening on October 25, 2009.
23 Referring to the California Science Center as "the Smithsonian Institution's west coast affiliate", the
24 press release implied that the California Science Center Foundation was a supporter of the film. Shell
25 Amega became aware of this press release after being contacted by Harold Closter at the Smithsonian
26 Institution who was concerned about the implication that the Smithsonian Institution was involved in
27 somehow sponsoring the event.
28

1 12. Despite the provision in the Event Policies and Procedures regarding prior approval of
2 all promotional materials, I am not aware of any promotional materials relating to the October 25,
3 2009 event that were submitted to the Foundation for prior approval.

4 13. At the direction of Jeff Rudolph, President of the Foundation, I sent an email to Avi
5 Davis on October 6, 2009 stating that the press release issued in relation to the October 25, 2009
6 event was published without the prior approval of the California Science Center or the Event Services
7 Department and that the press release was factually inaccurate. Based on this conduct, I stated that
8 the Foundation was cancelling the October 25, 2009 event at the Science Center. Attached as Exhibit
9 D is a true and correct copy of my email to Avi Davis cancelling the event.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing
11 is true and correct. This declaration is executed on October 13, 2009 in Los Angeles, California.

12
13 
Christina M. Sion

14 100743912_2.DOC

AFA EPE and PP.txt

From: Lori Matsunaga
Sent: Monday, October 05, 2009 5:06 PM
To: Chris Sion; Jennifer Brown
Subject: FW: CSC IMAX 10/25/09

Attachments: 10.25.09 American Freedom Alliance IMAX EPE.doc; Policies & Procedures 2009.doc; Detailed Map of Expo Park 2009.pdf

-----Original Message-----

From: Lori Matsunaga
Sent: Fri 9/25/2009 1:26 PM
To: 'Avi Davis'
Subject: CSC IMAX 10/25/09

It was a delight to meet you this morning. I am happy we were able to connect.

Attached is the Event Price Estimate based on our discussion. As I mentioned, the facility pricing is intended to be an inclusive package and will include use of our equipment (5 cocktail tables and 8 foot tables) as well as the staff deemed necessary to host your event (event service staff, theater staff, security and custodial). It does not include catering (food and beverage), or parking.

We have put a complimentary hold on your date. To proceed with booking the event, please sign the attached EPE and return with a 50% deposit. Final balance is due 3 days prior to the event (10/21/09).

I have attached our policies and procedures. Please keep in mind, the California Science Center requires a Certificate of Insurance be on file for your event listing the California Science Center, the California Science Center Foundation and the State of California as additional insured for \$2 million. It is a standard request for anyone renting our facility.

Please review them and let me know if you have any questions.

I look forward to hearing from you.

Lori Matsunaga

Page 1

Ex. A ✓

EVENT POLICIES AND PROCEDURES

To assure your event functions smoothly at the California Science Center, please review the following policies and procedures. Once a client's Event Price Estimate is signed and the Science Center's Events Department has received a deposit, an Event Manager will handle scheduling and be the liaison between the client and the Science Center. By signing the Event Price Estimate, you are acknowledging your agreement with these policies and procedures.

REQUESTS: Requests to reserve space for a special event at the California Science Center may be accepted up to two years in advance of the event date. Only two holds per potential client are allowed at any one time. A potential client's requested date will be held for 10 business days, by the end of which time the Science Center requires a signed contract and deposit. If a signed contract and deposit have not been received within 10 business days, the date will be released to others by the California Science Center. If a definite request from a second potential client has been received for a date on hold prior to the expiration of the 10 day period, the Science Center will contact the potential client for a right of first refusal. The client then has to 3 business days to sign a contract and make the deposit.

RATES: Rental rates include event space and California Science Center standard staffing as applicable (determined by the Science Center's Event Manager) -- public safety officers, an event manager, floor staff, a house engineer, janitorial services, an exhibit technician, or coat check staff. Rental of the IMAX Theater includes theater staff only. The time period for an event is three hours. Additional time will be charged on a per hour basis and will be quoted in your Event Price Estimate. Clients will be asked to sign an overtime contract if guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 day basis. Three hours of set-up/staging time and two hours of teardown time are complementary. Set-up/staging times are determined by the Science Center's Event Manager.

DEPOSITS AND FINAL PAYMENTS: A 50% deposit, credited towards the total rental cost, is required with the signed Event Price Estimate to secure an event date. This deposit is 100% refundable if your event is cancelled over 180 days before the event date, 50% refundable if cancelled between 180-90 days before the event date, and is not refundable if cancelled less than 90 days before the event date. A deposit will not be forfeited if the event is moved to a different available event date within one year (10 business days advanced notice required). Final payment is due 10 days before the event to prevent cancellation of your booking and is not refundable. You are liable for any vendor costs associated with your event's cancellation or date change.

NOTIFICATIONS: If the need to cancel your event should arise, the Event Services Office requests immediate written notification, regardless of any refund opportunity.

START/END TIMES: The Donald P. Loker Conference Center and the Wallis Annenberg Building are available for rent 24 hours a day, seven days a week. Events within the main visitor circulation or gallery spaces are available for rent from 6:00 P.M. to 1:00 A.M. and from 7:00 A.M. to 9:30 A.M. in most cases.

AVAILABLE FURNITURE AND EQUIPMENT: The California Science Center has furniture and equipment that will be available on a first come, first served basis for your event. Such equipment includes tables, chairs, portable staging equipment and A/V equipment. Please see your Event Manager for availability. The California Science Center can not be held responsible for equipment malfunction, damage, or non-availability on the day of your event.

INSURANCE: All clients and outside caterers are required to provide a certificate of public liability and property damage insurance in the amount of \$2,000,000, naming the California Science Center, the California Science Center Foundation and the State of California as additional insured for the term of your event (including setup, event, & teardown time). Please provide the Science Center's Event Manager evidence of your insurance coverage at least two weeks before your event date. Live performers must be covered by additional insurance.

LIABILITIES: By signing the Event Price Estimate (EPE), clients agree to pay the cost of repair, restoration, replacement of damage done by you, your subcontractors, vendors, agents, or invitees to the California

Ex. B ✓

Science Center, its equipment or exhibits. The California Science Center shall be held harmless for all claims arising out of use of the California Science Center and the California Science Center's property. Client assumes full responsibility for theft, loss or damage to any property and equipment brought to the California Science Center by you, your subcontractors, vendors, agents, or invitees. Contracts made directly with your vendors are solely between you and your vendor. Clients are to ensure that all vendors review and agree to comply with all requirements established by the California Science Center. The Client is also responsible to abide by all fire codes set forth by the City of Los Angeles' Fire Department. By signing the Event Price Estimate you acknowledge that the California Science Center is not responsible for policing your fire code adherence and is not responsible for the refunding of rental fees due to the closure of an event by a Fire Marshall.

LOSS OR DAMAGE: The California Science Center is not responsible for any damage or loss of articles placed or left in the California Science Center prior to, during or following an event.

EXCLUSIONS: The facility rental fees do not include the following services: parking, live science demonstrations, IMAX film screenings, food or beverage service, special tour requests, décor, more than three event walkthroughs, linens, radios, or a Fire Marshall's time. All of the above services will be called out individually in a client's contract if provided. Services may not always be available.

PAYMENT: 100% payment of the amount stated in the Event Price Estimate is due at least 10 days before the event. Payments can be made with Visa, MasterCard, American Express, check or money order payable to the California Science Center Foundation. All charges incurred during the event, i.e. damage, additional parking, event overtime, rentals, etc. will be billed after the event and are due net-30. A service charge of 1.5% per month will be billed on all accounts over 30 days. Any invoices not paid within 120 days of invoice date will be forwarded to a collection agency.

CHECKS RETURNED FOR INSUFFICIENT FUNDS: The Science Center will charge a \$35.00 processing fee for any check returned for insufficient funds. If a check is returned, a cashier's check or credit card payment will be required.

PARKING: Self-parking in the Science Center's parking lots is \$10.00 per car and \$25.00 per commercial van, limousine, or bus (subject to change). Clients are welcome to pre-pay for their guests or let guests pay on their own. Valet parking can also be arranged per car through the Exposition Park Manager's Office (Adrianna Vasquez at 213.744.7458). Consult in advance with the Science Center's Event Services Office for information about other parking arrangements. Specific parking spaces can not be reserved ahead of time.

EXHIBITS: We strive for 100% exhibit operation, but some exhibits are routinely removed or shut down for scheduled maintenance based on attendance and/or use. The Special Exhibits Gallery also closes periodically for varied amounts of time to remove and replace traveling exhibits. No discounts or refunds will be made for these closures.

MATERIAL EQUIPMENT: California Science Center personnel are not responsible for moving, setting up, or taking down any equipment that does not belong to the Science Center with the exception of banners. All requests for movement of Science Center owned furniture and equipment must go through the California Science Center's Event Manager. All non-Science Center items must be removed immediately following the event.

SET-UP & STAGING: Set-up/staging of events is only permitted to take place within the Donald P. Loker Conference Center and Wallis Annenberg Building or in the service hallways during Science Center operational hours (8:30 A.M. – 5:00 P.M. daily) provided express permission is granted from the Event Services Department. Rental of the Loker Conference Center for staging purposes is also subject to availability. Three hours of set-up/staging time and two hours of teardown time are complementary with your event rental. Set-up/staging times are determined by the Science Center's Event Manager.

TEARDOWN & CLEAN UP: Teardown and clean up must be completed within two hours after the event ends. The client and its sub-contractors (caterer, event co., décor co., etc.) are responsible for removal of all personal and company property within that time unless other arrangements are made in advance with the California Science Center's Event Manager. Teardown and clean up for events occurring before operational hours must be

completed by 8:00 A.M. The client and its sub-contractor's responsibilities for teardown and clean up include: returning the event area(s) to the condition immediately prior to the event, removal of all trash from the Science Center property (including catering trash).

DECORATIONS: No candles or open flames are permitted inside the Science Center unless a permit from the Fire Marshall is submitted to the Event Manager 2 weeks prior to the event. (Note: the Fire Marshall allows some types of candles and a diagram or sample should be submitted to the Fire Marshall for approval.) Absolutely no pins, nails, staples or tapes of any kind are permitted on any walls, ceilings or floors on the Science Center property. No pyrotechnics are permissible on Science Center property. **No helium balloons** (air-filled OK) are permissible inside the Science Center. No objects can be hung from the ceiling without express prior permission and assistance from the Science Center (additional fees may apply). Also, no glitter, sequins, confetti, fake snow, etc. is allowed on the Science Center property. Decorations are not allowed in the exhibit halls. The client is responsible for removing or causing the removal of all decorations immediately following the event. Nothing is allowed in the Big Lab fountain.

Only the Science Center can hang banners. The Science Center will hang (2) banners for free – additional banners will be hung for \$50.00 per banner. Banners will most likely not be taken down immediately after your event. If you need your banners returned, please arrange for a messenger to pick them up the following day. Clients must notify the Event Manager when the messenger is scheduled to arrive. Any banner, décor or printed materials left for more than one business day will be discarded.

SMOKE FREE FACILITY: The California Science Center is a smoke free facility. No smoking is permitted in this building or within 20 feet of its entrances.

MUSIC: Live music is allowed after the California Science Center has closed to the public for the duration of your event. More information can be obtained by speaking with the Event Manager in the Event Services Office.

ACTS OF GOD CLAUSE: The California Science Center is not responsible for weather or road conditions (including traffic), power outages, acts of God, criminal activities, economic downturns, political changes, or any other activity, event or condition beyond its control. There will be no refunds or allowances resulting from these conditions.

PROMOTIONAL MATERIALS: It is required that the Event Services Office approve, for technical and factual accuracy, all promotional materials mentioning the California Science Center produced for your event (including invitations, programs, press releases, etc.) prior to printing or broadcast. Please allow sufficient time for this approval.

MINIMUM RENTAL/MAXIMUM GUEST COUNT: The maximum amount of guests allowed inside the Science Center for a buyout is 4,000. The maximum amount of guests allowed inside the Wallis Annenberg Building for a buyout is 1,100. Guests will be click-counted if the number of estimated guests is near Fire Marshall capacities on any room or near 500 total guests for the appropriate rate structure (See additional information under RATES).

CATERING: The California Science Center encourages the use of our in-house caterer, Kensington Caterers, which can be reached by calling (323) 935-4300. If a client chooses to use an outside caterer, that client will be charged the \$1,000 outside caterer fee (also, a \$1000 outside liquor fee if applicable) and the caterer must be approved in advance by the Event Services Office. A signed agreement must be entered into between the California Science Center Foundation and any outside caterer at least two weeks before your event (see also INSURANCE above). Food and beverage is not allowed inside the exhibit galleries or without contracting with a caterer. Outside caterers are responsible for bringing jack-stands and trays to be placed outside of exhibit galleries for glassware. The Science Center's Event Manager will determine upon request how many jack-stands will be needed outside exhibit galleries.

Outside caterers are not permitted to use the in-house kitchen facilities for any reason and must build an off-premise kitchen in an area designated by the Science Center's Event Manager. Equipment brought to the Science Center used to heat or cook food must be approved in advance by the California Science Center's Event Manager. Sternos are allowed inside the Science Center for warming food only. Propane stoves and ovens and charcoal grills are only allowed in designated Science Center outdoor areas. Outside caterers must bring their own trashcans/bags and remove all trash at the end of the event. A limited amount of electricity is available in the designated kitchen areas – water is not available. Any outside caterer must attend a final event walkthrough with the Science Center's Event Manager and the client at least one week before the event.

Alcoholic beverages may be served by Kensington or by approved outside caterers or other pre-approved vendors provided that they obtain written proof of a one-day serving permit from the Alcoholic Beverage Control Board (213-897-5391). The California Science Center's Event Manager must receive a copy of the permit at least one day before your event. In addition, a \$1000 outside liquor fee will be charged.

ON-SITE EVENT WALKTHROUGH: Once the Letter of Agreement has been signed, the Science Center's Event Manager will arrange an on-site event walkthrough with the client and any caterer to discuss plans, policies, procedures and any equipment or materials necessary for your event. Outside vendors will also be invited to attend. A final walkthrough is required no later than (2) weeks prior to the event and must include your outside caterer. All event walkthroughs are scheduled by the Science Center's Event Manager during weekday business hours and by appointment only. There will be an additional charge of \$50.00 per event walkthrough over three. Please consult the Science Center's Event Manager if more than three event walkthroughs are anticipated.

DELIVERIES/LOADING DOCK: The Science Center does not take responsibility for deliveries or storage of materials and equipment. Any delivery to the Science Center must be met by a representative of the client and arranged in advance with the Science Center's Event Manager. The client is responsible for bringing their own cart or hand-truck to transport materials or equipment from the loading dock to the event area if necessary. (Any overnight storage of materials or equipment is based strictly on available space and must be accompanied by a dedicated Department of Public Safety Officer at the hourly overtime rate.)

CLIENT RESPONSIBILITIES: Any guest management function at an event, e.g. nametags, entry restrictions, early entry, registration, etc. is solely the responsibility of the client and not the responsibility of California Science Center staff.

While the Event Manager will inform the client when the event is approaching the end of the contracted time, it is the client's responsibility to make sure all guests leave the California Science Center by the end of the contracted event time. Clients will be required to sign an overtime contract if their guests are in the California Science Center more than 15 minutes past the end of the contracted event time. Overtime will be billed on a net-30 basis.

OUTSIDE SECURITY FORCE: Under no circumstance is an outside company permitted to provide a security function on California Science Center property. Under certain conditions, with the express written permission of the Department of Public Safety Chief in advance, individuals may be hired to perform body-guard functions in conjunction with State DPS officers.

IMAX THEATER: Seats can not be reserved in the IMAX Theater for group sales. All group sale tickets are final. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) unless contracted for separately.

PRE-FUNCTION SPACE: Pre-function spaces are offered to events that need an area for cocktail & hors d'oeuvres receptions before a seated event begins. Minimum setup of 8ft. tables is included. Silent auctions, large reception setups and double use (before and after a seated event) are not included. Ask an Event Manager for further details.

AVAILABLE ELECTRICITY: Electricity in the California Science Center is limited to approximately (2) 20 amp circuits per floor in the central atrium. The Loker Conference Center has (4) 20 amp circuits, (1) per wall. The Big Lab in the Wallis Annenberg Building has (7) 20 amp circuits. Both the Multi-Purpose room and the Muses room have (5) 20 amp circuits each. A walkthrough with an electrician can be arranged by contacting the Event Manager.

RENTAL/BACKSTAGE SPACES: The following spaces are available for rent in the California Science Center: Edgerton Court, Disney Court, the Donald P. Loker Conference Center, the World of Life, Creative World 2nd Floor, Creative World 3rd Floor, Sky Court Gallery, Weingart Special Exhibits Gallery, Lorsch Family Pavilion, Science Plaza, the Rose Garden Café dining area, and the IMAX Theater.

When renting the entire California Science Center (buyout), all areas above excluding the IMAX Theater are included in your rental agreement and are available for use. The IMAX Theater is not included in a Science Center buyout and will still be open to the public during regular IMAX hours (currently 9:00 A.M.-9:00 P.M.) The McDonald's area is included in a Science Center buyout (an additional staffing fee will apply).

The following spaces are available for rent in the Wallis Annenberg Building: The Big Lab, The Exploration Grove, The Muses Room and the Multi-Purpose Room.

Backstage spaces can include (at the Event Manager's discretion) certain service hallways for kitchen prep-work or setup staging.

WALKIE-TALKIES: Clients and vendors are not permitted to use California Science Center walkie-talkies or Nextel. They are welcome to rent their own and, if necessary, rent an additional radio for the Science Center's Event Manager at their expense.

ESCALATOR USE: Escalators will not be set to run in the "down" mode.

FILMING ON STATE PROPERTY: Production companies must have current insurance on file at the California Film Commission which names the State of California as 'additionally insured' in the amount of \$2 million general liability and \$500,000 hired and non-owned automobile coverage. The certificate holder must be named as the State of California with the following agency: California Film Commission, 7080 Hollywood Blvd., Suite 900, Hollywood, CA 90028. Student and still photography projects are not exempt from these requirements.

Event Services Department
700 State Drive
Los Angeles, CA 90037
Fax: 213-744-2078

10/01/09

Event Price Estimate

To: Avi Davis
Senior Fellow
American Freedom Alliance
11500 W. Olympic Blvd., Suite 400
Los Angeles, CA 90064

Event Name: "We Are Born of Stars IMAX Screening"
Event Date(s): Sunday, October 25, 2009
Event Time: from 6:00 PM-9:00 PM
Guest Count: 450 guests
Invoice #: CR0252

Start	End	Location	Description	Price
5:30 PM	7:00 PM	IMAX Theater Lobby or 2nd Floor	Reception for 50 guests	\$500
7:00 PM	9:00 PM	IMAX Theater	We Are Born of Stars -IMAX 2 screenings	\$3,400
			Darwins Dilemma - DVD	
			Panel Discussion	
9:00 PM	10:00 PM	IMAX Theater	Event load out	included

Sub-Total: \$3,900

Additional Items:	Quantity	
A/V	Projector and Tech for DVD	included
	1 Mic and spot for panel discussion	
Shipping / Distribution	Costs from IMAX	\$410

Sub-Total:

Optional Items:	Quantity	
Outside Caterer Fee	\$1000 if other than Kensington	tbd
Outside Liquor Fee	\$1000 if other than Kensington	tbd
Hosted self-parking	\$10 per car	tbd
Total: \$4,310		

Additional time in the IMAX Theater past 9:00 pm is \$500 per hour.

If you would like to proceed with booking your event at the California Science Center, please sign below and return.. By signing this agreement you are agreeing to the terms and conditions that are incorporated herein and with the Event Policies & Procedures. For your convenience, we also accept Visa, MasterCard, and American Express. Your date has been put on a courtesy hold, but your specific date and time will not be held beyond the October 2, 2009 without receipt of the signed invoice and sales agreement. You will not forfeit your deposit if you move your event to a different available event date. Final payment is due October 20, 2009.

Authorized Signature:

Date

10-1-09

Ex. C ✓

Dear Avi,

Page 1 of 1

From: Chris Sion
Sent: Monday, October 12, 2009 4:26 PM
To: Chris Sion
Subject: FW: Notice of Cancellation of Event 10/25/09

From: Chris Sion
Sent: Tuesday, October 06, 2009 1:17 PM
To: 'isdev@ix.netcom.com'
Cc: Joe Peterson; Peter Bylsma
Subject: Notice of Cancellation of Event 10/25/09

Dear Avi,

It has come to our attention that in a press release issued October 5, 2009 by the American Freedom Alliance, it is inferred that the California Science Center as a Smithsonian Institute affiliate is co-sponsoring the Darwin Debates. Your event is a private event held on the California Science Center property but is not affiliated in any way with the California Science Center or the Smithsonian. This press release has damaged our relationship with the Smithsonian and the reputation of the California Science Center. According to the Event Policies and Procedures that you signed to reserve the date for the event, you agreed to submit all promotional materials to the California Science Center for review and approval prior to printing or broadcast. Because you did not obtain this approval and the press release has had significant negative ramifications, we are canceling your event at the California Science Center.

Regards,
Chris

Christina M. Sion
Vice President, Food & Event Services
California Science Center
700 Exposition Park Drive
Los Angeles, CA 90037
Direct line: (213) 744-7493
Fax: (213) 744-2078
csion@cscmail.org
www.californiasciencecenter.org

Ed D ✓