

Venue Rental Agreement

Scope of Agreement

This Rental Agreement is between the Regents of the University of California, on behalf of the University of California, San Diego and Scripps Institution of Oceanography, herein referred to as “Regents”) and _____, hereinafter referred to as “Client.” The purpose of this Agreement is to define the obligations of both parties pertaining to the rental of the Regents’ special events venue(s) described in the enclosed Attachment.

The venue described in Attachment has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set up and all clean up, including the set up and clean up of all subcontractors that you may use. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue.

You are responsible for providing a list of all vendors to the Regents’ Special Event Manager four (4) weeks prior to your event. In addition to the Certificate of Insurance you will be providing as the Client, you are also responsible for providing Regents with valid certificates of insurance with the proper amounts of coverage for all sub-contractors that you are using for your event. These sub-contractors include, but are not limited to, caterers, valets, performers, photographers, entertainment, equipment rentals (tables/chairs/tents, etc.), florists, decorators, sound and lighting technicians, etc. All sub-contractors not affiliated with UCSD must have a certificate of insurance, naming “The Regents of the University of California” as additional insured. In addition, each sub-contractor’s certificate of insurance must include a separate endorsement naming “The Regents of the University of California” as an additional insured.

Fees and Deposits

The rental fee and terms for your specific venue(s) are described on the enclosed Attachment(s). The total fee is due three (3) weeks prior to your event.

Upon receipt of this contract, a rental fee deposit in the amount \$625.00 is due. Please send your signed Agreement and rental fee to:

Scripps Venue Rentals
9500 Gilman Drive
Dept. 0210
La Jolla, CA 92093-0210

The rental fee deposit is non-refundable and non-transferable.

Insurance

Proof of liability insurance is required and due four (4) weeks prior to your event. You may provide evidence of your own insurance company or you may use the Regents' insurance company. If you purchase insurance through the Regents, the amount will be determined upon completion and approval your application. Please speak to an Event Manager to receive insurance information.

You can mail the certificate of insurance and endorsement to the Special Events Department at the address above or FAX to (858)-822-2718 with "Attention: Special Events."

Levels of Insurance Required

The Client is responsible for providing a Certificate of Insurance and endorsement for themselves (and separate certificates and endorsements for each sub-contractor being used) at the following minimum levels:

- 1) Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 2) Auto Liability Insurance of \$1,000,000 combined single limit (for vendors); and
- 3) Workers compensation plus \$1,000,000 minimum employer's liability limit (for vendors).
- 4) Naming "The Regents of the University of California" as additional insured is also required.

Client assumes full responsibility and liability for any and all damages to the Regents' venue and surrounding site.

Indemnity

In addition, Client agrees to indemnify and hold harmless the Regents, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of Client, and Client's guests, invitees, agents and sub-contractors.

Event Set-up Limitations

All property belonging to Client, Client's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set up and removed on the day of the event. Should the client need earlier access for set-up purposes, this can be arranged for an additional fee. The Client is ultimately responsible for property belonging to the Client's invitees, guests, agents and sub-contractors.

- All Regents venues are non-smoking facilities.
- Nothing should be attached to the trees or the house itself.

- No rice, rose petals, birdseed, confetti, tiki torches or sparklers are allowed on the premises.
- All decorations must be approved by a Regents Special Events Manager.

Caterers

The Regents has a list of approved caterers to choose from. We require you to select a caterer(s) from this list. No caterer can be used that is not on this list. Each caterer on this list is familiar with the Regents' venues, rules and regulations. Each caterer provides excellent food and exceptional service. Each one of these approved caterers carries the Regents' required liability insurance, health permits, and liquor liability insurance. They offer a variety of menus and price ranges.

Behind The Scenes Catering	858-638-1400	www.btscenes.com
Buckboard Catering	858-748-1617	www.buckboardsd.com
Carriage Trade Catering	858-621-5151	www.premiercarriagetrade.com
Coast-Catering by Barry Layne	877-577-1718	www.coastcatering.com
Continental Catering	619-698-3500	www.continentalcateringsd.com
Crown Point Catering	619-223-1211	www.crownpointcatering.com
Culinary Concepts	858-530-1885	www.cateringspecialist.com
The French Gourmet	858-488-1725	www.thefrenchgourmet.com
Giuseppe Fine Catering	858-581-2205	www.giuseppecatering.com
Pamplemousse Grille	858-792-9090	www.pgrille.com
Piatti Restaurant	858-454-1589	www.piatti.com/lajolla/
Terra Restaurant	619-993-1437	www.terracatering.com/Catering
UCSD Catering	858-534-3688	www.catering.ucsd.edu
Urban Kitchen	619-239-2222	www.urbankitchengroup.com
Waters Fine Catering	619-276-8803	www.waterscatering.com

Alcohol Control

The managing and distribution of alcohol at your event is required to be performed by a licensed bartending company. The Regents' list of approved caterers can provide this service for you. Although the bar-tending service will manage the distribution of alcohol, the Client is ultimately responsible for the safety of all its invitees, guests, agents or sub-contractors, including the distribution and consumption of alcohol.

Client's guests that appear to be thirty (30) years of age or under shall be carded by the bar-tending service, therefore, they must have either a valid drivers license or valid picture ID.

Security

The Regents, at their sole discretion, may mandate that additional security personnel are assigned to your event, which may involve additional fees over and above your facility rental fee.

Tobacco and Smoke-Free Venue

UCSD, along with all the UC campuses, became a tobacco and smoke-free campus in January 2014. This means that smoking, use of smokeless tobacco products, the use of unregulated nicotine products and the use of electronic smoking devices is strictly prohibited on all University controlled properties. This includes the Martin Johnson House, our surrounding streets and parking lots. Under state law, public colleges and universities can determine if they want to fine violators and, if so, the amount of the fine; not to exceed \$100.

<https://wellness.ucsd.edu/studenthealth/resources/health-topics/Pages/smoke-free.aspx>

Clean Up

Client shall be responsible for returning the venue to the state that it was provided to them. All property belonging to Client, Client's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be charged \$350 per hour. Should the client need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. Regents are not responsible for any property left behind by Client, Client's guests, invitees, agents and sub-contractors.

The Client is responsible for any and all damages to Regents' venues and surrounding site. Regents shall do a general clean up of the venue at the conclusion of the event, however it is the Client's responsibility to remove all decorations.

Event Staff

Regents' Special Events Manager will be accessible throughout your event. The manager will ensure that the venue and surrounding site are ready for your event, and will meet with you prior to the beginning of your event. The manager will be accessible to you at anytime during your event, and a contact number will be given to you to reach the manager if they are away from the venue.

Force Majeure

The ability to execute this Agreement by either party is subject to the Acts of God, including but not limited to hurricanes, flooding, earthquakes, fires, etc, as well as any government intervention, staff disputes and strikes, civil disorders, terrorism, or other emergencies. Should the event be canceled through a Force Majeure event, all fees paid by Client to Regents will be returned to Client within thirty (30) days.

Publicity/Use of Name and Logo

Client shall not use the name of the Regents, any trade name, service mark, trademarks, acronym or logo of Regent in any publicity releases, advertising or any other publication without Regents' prior written consent.

Authorization

The person(s) signing the Agreement on behalf of the parties each warrant that they are authorized to make agreements and to bind their principals to this Agreement.

Acceptance

Upon signing of this Agreement, a fully executed agreement will be in force.

I/we have read the above and accept the terms therein:

_____ Client Signature	_____ Printed Name	_____ Date
SAMPLE		
_____ Regents Signature	_____ Printed Name	_____ Date

All checks should be made payable to:

UC Regents

Please return the entire signed rental agreement, all attachments and initial deposit to:

Scripps Venue Rentals
9500 Gilman Drive
Dept. 0210
La Jolla, CA 92093-0210

Attachment A

Venue Rental Agreement

Martin Johnson House

Name of Client:

Type of Event:

Date of Event:

Time of Event: **2:00pm-11:00pm**
(Includes set-up & tear down time; Event must end by 10:00pm)

Total Facility Rental: **\$2,500.00**

Terms & Conditions

Parking Access

Your contract does not include parking. Included below is information for both weekday and weekend events. In order to provide parking for your guests, a parking plan is required 30 days prior to your event. An event manager will be able to assist with this plan.

Weekday Events (Excluding Holidays)

Parking at the Martin Johnson House is extremely limited Monday through Friday, between 8 a.m. and 4:30 p.m. and only 10 permits will be provided at a rate of \$8 per permit. After 4:30 p.m. parking can be arranged Monday through Friday in Parking Lots 010, 011, 012 and 013 subject to availability. A lot attendant may be present to hand out permits to your guests at a rate of \$35 per hour and spaces are \$4 per space used.

Weekend and Holiday Parking

Parking can be arranged on weekends and holidays in Parking Lots 010, 011, 012 and 013 subject to availability. A lot attendant may be present to hand out permits to your guests at a rate of \$48 per hour. Guests that arrive before the scheduled attendant must be notified to pick up a permit from your event manager or they will be ticketed.

Music

Due to the close proximity of the Martin Johnson House to the local neighborhood, strict sound restrictions are in place. Although music (both live and recorded) are allowed, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. Music

may be played outside of your venue, up to a decibel level of 85. Your Special Events Manager can assist you in setting the proper sound level and verifying with a dB meter. Sound levels indoors may be played up to 95 dB. Any complaints from neighbors or other parties may require these levels to be reduced further.

Public Access

Unlike conventional hotels or private venues, the Martin Johnson House is part of a public university. Although the Regents grant permission for access to campus property, the reality of the matter is that the general public has free access. With that said, there are controls that can be put into place that will redirect the public around your event. This may require additional security and other means that may involve additional fees over and above your facility fee. Your Special Events Manager can discuss these options with you.

SAMPLE

Attachment B

CERTIFICATE OF INSURANCE REQUIREMENTS

A one-day certificate of insurance naming The Regents of The University of California is **mandatory** to rent the any Scripps venue. Please read the following requirements from the University of California San Diego (UCSD) Risk Management Office:

Certificate Requirements

A certificate of insurance with The Regents of The University of California as Certificate Holder.

General Liability Insurance-\$1,000,000 per occurrence and \$2,000,000 aggregate.

If Business Vehicle used on campus: Auto Liability Insurance-\$1,000,000 per occurrence.

Workers' Compensation Coverage-for Vendors only.

Address: 9500 Gilman Dr. Dept. 0210 La Jolla, CA 92093-0210.

A SEPARATE endorsement naming The Regents of The University of California as additional insured (i.e. CG20 26 or CG 20 24 or comparable).

Should you choose to hire any outside vendors for your event, i.e., musicians, photographers, florists, entertainers, etc., a one-day certificate of insurance naming The Regents of the University of California as additionally insured is **mandatory** as well. Certificates of insurance are not needed for the catering companies as those certificates of insurance are on file with the university.

Any questions regarding the above, please call Scripps Venue Rentals at 858-534-5604.

I understand the above Certificate Requirements of The Regents of The University of California.

Signature: _____ **Date:** _____

Event Name: _____ **Event Date:** _____

This form must be signed and returned with your contract.