

# **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 two (2) weeks prior to your event.

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

SIO 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	<a href="http://www.btscenes.com">www.btscenes.com</a>
Buckboard Catering	858-748-1617	<a href="http://www.buckboardsd.com">www.buckboardsd.com</a>
Carriage Trade Catering	858-621-5151	<a href="http://www.premiercarriagetrade.com">www.premiercarriagetrade.com</a>
Coast-Catering by Barry Layne	760-212-7780	<a href="http://www.cateringbybarry.com">www.cateringbybarry.com</a>
Continental Catering	619-698-3500	<a href="http://www.continentalcateringsd.com">www.continentalcateringsd.com</a>
Crown Point Catering	619-223-1211	<a href="http://www.crownpointcatering.com">www.crownpointcatering.com</a>
Culinary Concepts	858-530-1885	<a href="http://www.cateringspecialist.com">www.cateringspecialist.com</a>
Festivities Catering	858-586-2121	<a href="http://www.festivitiescatering.com">www.festivitiescatering.com</a>
The French Gourmet	858-488-1725	<a href="http://www.thefrenchgourmet.com">www.thefrenchgourmet.com</a>
Giuseppe Fine Catering	858-581-2205	<a href="http://www.giuseppecatering.com">www.giuseppecatering.com</a>
Pamplemousse Grille	858-792-9090	<a href="http://www.pgrille.com">www.pgrille.com</a>
Peartrees Catering	619-575-5500	<a href="http://www.peartreescatering.com">www.peartreescatering.com</a>
Piatti Restaurant	858-454-1589	<a href="http://www.piatti.com/lajolla/">www.piatti.com/lajolla/</a>
Tapenade Restaurant	858-551-7500	<a href="http://www.tapenaderestaurant.com">www.tapenaderestaurant.com</a>
Terra Restaurant	619-985-8202	<a href="http://www.terrasd.com">www.terrasd.com</a>
UCSD Catering	858-822-4159	<a href="http://www.catering.ucsd.edu">www.catering.ucsd.edu</a>
Urban Kitchen	619-239-2222	<a href="http://www.urbankitchengroup.com">www.urbankitchengroup.com</a>
Waters Fine Catering	619-276-8810	<a href="http://www.waterscatering.com">www.waterscatering.com</a>

### **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 bartending 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.

## **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 at the prevailing hourly rate. 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.



# **Attachment**

## **Venue Rental Agreement**

Martin Johnson House

**Name of Client:**

**Type of Event:**

**Date of Event:**

**Time of Event:**

**Total Facility Rental:**

## **Terms & Conditions**

### **Parking Access**

Parking at the Martin Johnson House is extremely limited between Monday and Friday, and limited on Saturday and Sunday. Although parking is available on nearby surface streets, there are restrictions and time limits that are enforced by local police. The Regents Special Events Manager will discuss parking options for you, which may involve additional fees over and above your facility rental fee.

### **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.

