

# **Venue Rental Agreement**

## **Scope of Agreement**

This Rental Agreement (“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 A.

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’ 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 the Regents 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 A. The total fee is due three (3) weeks prior to your event.

Upon receipt of this contract, a rental fee deposit in the amount \$750.00 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. If cancellation occurs within the last three weeks of the event, the full value of the event fees will be withheld.

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## **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 of 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.

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- All Regents venues are non-smoking facilities.
- No rice, rose petals, birdseed, confetti, glitter, floating sky lanterns, fire pits, tiki torches or sparklers (hot or cold) are allowed on the premises.
- Lights or other decorations may not be attached to the palm trees or other landscaping.
- Cooking with oil (includes independent donut or churro vendors) is not permitted inside the building or outside patios/lawn.
- All decorations must be approved by a Regents' Event Manager.

### Caterers

The Regents has a list of approved caterers to choose from and Client is required 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 and health permits. They offer a variety of menus and price ranges.

|                               |              |                                                                                  |
|-------------------------------|--------------|----------------------------------------------------------------------------------|
| Abbey Catering                | 858-866-9996 | <a href="http://www.theabbeycatering.com">www.theabbeycatering.com</a>           |
| Behind The Scenes Catering    | 858-638-1400 | <a href="http://www.btscenes.com">www.btscenes.com</a>                           |
| Coast-Catering by Barry Layne | 877-577-1718 | <a href="http://www.coastcatering.com">www.coastcatering.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             | 858-251-4646 | <a href="http://www.cateringspecialist.com">www.cateringspecialist.com</a>       |
| Feast On This                 | 858-597-0740 | <a href="http://www.feastonthis.com">www.feastonthis.com</a>                     |
| 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>           |
| MIHO                          | 619-323-2833 | <a href="http://www.amihoexperience.com">www.amihoexperience.com</a>             |
| Personal Touch Dining         | 858-638-0672 | <a href="http://www.personaltouchdining.com">www.personaltouchdining.com</a>     |
| Terra Catering & Events       | 619-993-1437 | <a href="http://www.terracatering.com">www.terracatering.com</a>                 |
| UC San Diego Catering         | 858-534-3688 | <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>         |
| The Wild Thyme Company        | 858-527-0226 | <a href="http://www.thewildthymecompany.com">www.thewildthymecompany.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 bar-tending service, therefore, they must have either a valid drivers license or valid picture ID.

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## **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. One guard is included in the Agreement to enforce Scripps Seaside Forum policies.

## **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. Items left behind will not be stored.

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. The event manager will meet with you again to coordinate the ending of your event.

## **COVID-19 Pandemic**

The parties acknowledge and agree that there are a number of local, state, and national orders or guidelines which have been or may be issued by the Centers for Disease Control ("CDC"), the

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World Health Organization (“WHO”) and other official guidelines, as well as UC guidance relating to Covid-19 (collectively, “Covid-19 Guidance”). The parties further acknowledge and agree that such Covid-19 Guidance (which may, among other things, recommend or require the restriction or prohibition of individuals’ movements and/or group gatherings) may remain in effect, be reinstated (if earlier rescinded or cancelled), or become effective on or after any cut-off dates or other cancellation deadlines set forth in the Agreement. Accordingly, the parties hereby expressly agree that if the Covid-19 Guidance are expected to remain in effect, be reinstated or should become effective on or after any cut-off dates or other cancellation deadlines set forth in the Agreement, in addition to any other rights or remedies hereunder, either party shall: 1) have the right to terminate the Agreement without any cost, expense, liability or further obligations hereunder (including, but not limited to, the payment of any liquidated damages), and 2) Client shall be entitled to receive a full refund of any and all deposits, “non-refundable” payments and other monies paid to the Regents hereunder. In the event the Regent terminates the Agreement in connection with the Covid-19 Guidance, the Regents shall refund in full all deposits, “non-refundable” payments and other monies paid to the Regents by Client hereunder. In either case, the Regents shall send all such refunds to Client within thirty (30) business days of Client’s written request. The parties agree that in the event of a conflict between this provision and any other term or provision contained in the Agreement, this provision shall govern.

### **No Warranty**

The university makes no warranty with respect to the safety of the premises with regard to any infectious disease.

### **Force Majeure**

Neither Party will be liable for delays due to causes beyond the Party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). Should the event be canceled because of a Force Majeure event, all fees paid by Client to Regents will be returned to Client within thirty (30) calendar days of the notice of cancellation.

### **Termination**

Regents may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement.

### **Publicity/Use of Name and Logo**

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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:

|                            |                       |               |
|----------------------------|-----------------------|---------------|
| _____<br>Client Signature  | _____<br>Printed Name | _____<br>Date |
| SAMPLE                     |                       |               |
| _____<br>Regents Signature | _____<br>Printed Name | _____<br>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

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# 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:** **\$3,000.00**

### 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 \$36 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 Initials \_\_\_\_\_

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.

### **Animals**

UCSD has very strict guidelines with the campus veterinarian as to what animals are allowed on campus. Other than certified guide/companion dogs, animal care does not allow other animals to be on campus.

### **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

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## Attachment B

### CERTIFICATE OF INSURANCE REQUIREMENTS

By signing this document, you acknowledge that you will be required to provide the venue manager with a liability insurance certificate at least 4 weeks prior to your event. A one-day certificate of insurance is **mandatory**. Insurance requirements are as follows:

- Policy must include General Liability coverage of at least \$1,000,000
- Policy must include Aggregate Coverage of at least \$2,000,000
- The Regents of the University of California must be listed as an Additional Insured
- Following address must be used for the Additional Insured –

Regents of the University of California  
1111 Franklin Street  
Oakland, CA, 94607

Each vendor you choose to hire for your event i.e., musicians, photographers, florists, entertainers, etc., will also need to have Liability insurance coverage in order to be allowed to work on campus. It is your responsibility to obtain their insurance certificates and provide them to the event manager at least 4 weeks prior to your event. Vendor insurance is also **mandatory**. Vendor insurance requirements are as follows:

- Policy must include General Liability coverage of at least \$1,000,000
- Policy must include Aggregate Coverage of at least \$2,000,000
- The Regents of the University of California must be listed as an Additional Insured
- Following address must be used for the Additional Insured –

Regents of the University of California  
1111 Franklin Street  
Oakland, CA, 94607

- If vendors are bringing a vehicle, the policy must include Automobile Liability coverage of at least \$1,000,000.
- If vendors are bringing employees, the policy must include evidence of Workers' Compensation coverage.

Any questions regarding the above, please call SIO 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:** \_\_\_\_\_