

Venue Rental Agreement

Scope of Agreement

This Rental Agreement (“Agreement”) is between the Regents of the University of California, on behalf of the UC 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 the 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 the 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 25% deposit of the total rental fee is due to hold the venue for your event. Please send your signed Agreement and deposit to:

Scripps Events and Venue Rentals
9500 Gilman Drive #0210
La Jolla, CA 92093-0210

Each 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 a Regents' 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

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ultimately responsible for property belonging to the Client's invitees, guests, agents and sub-contractors.

- 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.

Meetings that take place Monday through Friday between the hours of 7 a.m. and 4:30 p.m. are required to use Giuseppe Fine Catering or UCSD Catering as the caterer.

Abbey Catering	858-777-0255	www.abbeycatering.com
Behind The Scenes Catering	858-638-1400	www.btscenes.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	858-251-4646	www.cateringspecialist.com
Feast on This	858-597-0740	www.feastonthis.com
French Gourmet	858-488-1725	www.thefrenchgourmet.com
Giuseppe Fine Catering*	858-581-2205	www.giuseppecatering.com
MIHO	61-323-2833	www.amihoexperience.com
Personal Touch Dining	858-638-0672	www.personaltouchdining.com
Terra Catering & Events	619-993-1437	www.terracatering.com
UC San Diego Catering	858-534-3688	www.catering.ucsd.edu
Urban Kitchen	619-239-2222	www.urbankitchengroup.com
The Wild Thyme Company	858-527-0226	www.thewildthymecompany.com

*Caroline's Seaside Café Operator

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Alcohol Control

The managing and distribution of alcohol at your event is required to be performed by Giuseppe Fine Catering. Please contact Giuseppe Beverage Services at 858-412-9108 or bar@giuseppecatering.com for more information.

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 Client's event, which may involve additional fees over and above the facility rental fee. One guard is included in the Agreement to enforce Scripps Seaside Forum policies.

Tobacco and Smoke-Free Venue

UC San Diego, 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 Scripps Seaside Forum, 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 \$500 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

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Regents' Event 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 event 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 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

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Attachment A

Venue Rental Agreement

The Robert Paine Scripps Forum for Science, Society and the Environment

Name of Client:

Type of Event:

Date of Event:

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

You have selected the following venues for your event within the Scripps Forum:

_____ Samuel H. Scripps Auditorium– \$5,500

_____ Edward W. “Ted” Scripps II Conference Room – \$1200

_____ Robert P. Scripps II Conference Room - \$950

_____ Margaret Scripps Buzzelli & Nackey Scripps Loeb Conference Room - \$850

_____ Charles E. Scripps Conference Room – \$750

_____ Additional Hours, Special Arrangement/Use Fees

_____ **Total Event Cost**

_____ **Deposit Due (25% of Total Event Cost)**

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Attachment B

Terms & Conditions

The Robert Paine Scripps Forum
for
Science, Society and the Environment

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. Event registration shall include directions for parking, as well as, describe shuttle operations and public transit service. Event attendees are requested not to park on nearby City streets and at Kellogg Park, which are intended for use by neighborhood residents and beach visitors.

Weekday Events (Excluding Holidays)

Parking at the Scripps Seaside Forum 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 002 and 003 subject to availability. There is a setup fee of \$42.25 in order to reserve the parking lots after 4:30 p.m. and spaces are \$4 per space used. A lot attendant must be present to hand out permits to your guests at a rate of \$36 per hour.

Weekend and Holiday Parking

Parking can be arranged on weekends and holidays in Parking Lots 001, 002, 003, 007, 008 and 016 subject to availability. Event parking in Lots 002 and 003 is limited to 16 spaces and spaces are \$4 per space used. Additional parking may be available at the Aquarium parking lot (Lot 017) and the UC San Diego main campus (Lots 102 and 103). A lot attendant must 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 Scripps Seaside Forum to the local residential neighborhood, strict sound restrictions are in place. Although music (both live and recorded) is 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 75 until 8 p.m., but must be contained inside the building after 8 p.m. South doors to the main auditorium may not be propped open after 8 p.m. while music is being played. Your Special Events Manager will assist you in setting the proper sound level and verifying with a decibel meter. Sound levels indoors

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may also be played up to 75 decibels. Bands may be set up inside the main auditorium or on the south side of the lobby only. Any complaints from neighbors or other parties shall require these levels to be reduced further.

Public Access

Unlike conventional hotels or private venues, the Scripps Seaside Forum 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. The Scripps Forum is a unique venue as it sits on campus property along the border of a public beach. The Scripps campus and the beach are open to the public for access 24 hours a day/7 days a week. The Scripps Seaside Forum is considered an open venue as well. 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.

Caroline's Seaside Cafe

Caroline's Seaside Café sits upstairs, above the main auditorium. This café is open to the public and will be open Monday through Friday from 7 a.m. to 3 p.m. and Saturday through Sunday from 8 a.m. to 3 p.m. After the café is closed for the day your guests will have access to the upstairs terrace. There are controls that can be put into place that will redirect the public away from 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.

Alcohol

Your primary rental agreement details the provisions you must follow when serving alcohol. The following information pertains to the Scripps Seaside Forum:

No alcohol may leave the premises of the Scripps Seaside Forum. Alcohol may be consumed in outside areas of the Forum complex – which includes patios and grass areas. Alcohol may not be taken onto Kennel Way, which is the street that runs along the east-side of the Scripps Seaside Forum. Further, alcohol is banned anywhere on San Diego beaches by local authorities.

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Attachment C

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 four (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 four (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:** _____