



Saint Francis Chapel Policies and Procedures

Revised February 2011

The San Diego Museum of Man (Museum) offers our public facilities for private events, with reasonable limitations, as a part of our mission to promote awareness and encourage engagement in the Museum's rich resources and potential. We are most pleased to share our pride and excitement with you.

The San Diego Museum of Man, most popularly recognized by the landmark dome and tower defining the portal between the ceremonial El Prado and the rest of renowned Balboa Park, is a not-for-profit cultural institution that must presume of any User an ethic of stewardship, respect and responsibility appropriate to the historical and actual significance of the objects, buildings and spaces entrusted to all of us.

These policies and procedures are essential to our mutual understanding and expectations. We are dedicated to your satisfaction and enjoyment of your event and likewise anticipate our equal satisfaction in having offered our facilities for your use.

The Nature of the Agreement and Understandings between Museum and User

The Museum is leasing the *use* of the *venue* only. No other materials, services, privileges or prerogatives should be inferred by the User as being provided by the Museum for any event, unless specifically agreed to in writing and accompanied by compensation to the Museum in addition to normally published costs.

"Use" of the venue includes seven (7) private parking spaces, available public parking, access, and path of travel to the space being leased; and the opportunity to occupy, benefit from, and enjoy activity of the User's design during the lease period. "Use" of the venue specifically excludes superficial or structural changes to surfaces or structures of the facility lasting beyond the event and its clean-up.

"Venue" includes access to available power and fixed lighting, heating and/or cooling (as normally available in the general use of the facilities and limited to existing capacities), existing building life safety and fire protection (no sprinklering), general Museum security, and all normally available amenities.

User shall provide any additional services and equipment required for their activity (e.g. professional vendors to secure all the additional equipment, such A/V equipment, supplemental lighting, etc.).

Saint Francis Chapel Capacity

100 persons (maximum, per municipal regulations)
88 persons on lower level
12 persons on balcony level
(Wheelchair accessibility per the Americans with Disabilities Act is provided at the balcony level only.)

Auto parking is available in the public parking lots without further permissions; any vendor trucks, etc. must ensure that they may park during the event by permission from the City of San Diego.

Users are advised that non-reserved venues may host other events which may occur at the same time as the User's.

General Policies

Membership

Active membership with the San Diego Museum of Man is required for all private events. For the usage of Saint Francis Chapel active membership is required from *both* parties *or* from either parties' immediate family. In the event of cancelation, any purchased membership fee is non-refundable.

Smoking

All Museum facilities are designated as "non-smoking." Smoking is not permitted *throughout* Balboa Park.

ADA Disclosure

Museum is a registered historic landmark, and is thereby exempt from normal requirements for accessibility under the Americans with Disabilities Act of 1990.

Users are advised to review the venue carefully to ensure an understanding of potential limitations to which their guests and/or vendors may be subject.

Access to Chapel

The rehearsal is limited to one hour and is complimentary if held weekdays between noon and 3:30 pm. Other arrangements may be made at additional cost to User subject to venue and security availability. Access to the Chapel will be provided one-and-one-half (1 ½) hours prior to the scheduled start of the wedding and one-and-one-half (1 ½) hours after the scheduled start of the wedding.

Security

Museum security personnel provide security to the Museum only, and not the event.

The Museum will determine the number of Security Officers required for each event. The first Officer will be included in the rental price; all subsequent Officers will be billed at a rate of \$50 per hour, with a four-hour minimum.

If City of San Diego Police, Fire Department, or medical services are required on-site for the event, for any reason, the User will be responsible for all related costs.

Museum Promotion

The Museum, in order to promote the facility rental program, reserves the right to photograph the facility and attendees throughout the setup and event. The Museum retains all copyrights for future use in promoting our special event portfolio, our museum, and our facility.

Damages to Museum

User is fully responsible for damage to or loss of Museum property and will be billed accordingly, up to and including, potential claims being filed against the User's insurance policy.

Should an event cause Museum staff to provide supplemental staff or security, or create other unusual event requirements borne by the Museum, the User will be assessed and billed accordingly.

Indemnification

The Museum will not be responsible for any lost or stolen supplies or equipment, or any other property of the User or User's Vendors.

Decorations

All decorations must comply with local fire department regulations. Confetti, glitter, sequins, fake snow, flower petals, birdseed, rice, bubbles, and helium balloons, etc., are not allowed. No candles or open flames are permitted.

All décor must be free-standing; nails/staples/tape may NOT be used on walls, exhibits, floors, or ceilings. Banners, awnings, promotions, or commercial signage may not be affixed to the front or any part of the building.

Food or Drink

No food or drink, *of any kind*, is allowed inside the premises at any time.

Signage

All signage must be free-standing and is subject to approval by the Museum prior to the event.

Music and Entertainment

The selection of music and entertainment for the event is subject to Museum approval.

Pursuant to the guidelines established by the American Society of Composers and Publishers (ASCAP), User is responsible for any applicable licenses for live or recorded music performed during the event.

Sound must not impact neighboring institutions.

User further agrees to indemnify the Museum against any liability resulting from failure to comply with this section.

Media/Press

Press or media coverage or similar activities require coordination with and written approval of the Museum.

Approval of Printed Materials

Prior to printing/publication, the Museum must approve all event-related promotional materials mentioning the Museum, including invitations, programs and/or press releases.

User shall submit samples a minimum of two weeks prior to publication/printing. The Museum will provide a review and comment within one week.

Final copy will be provided to the Museum for confirmation and record.

The Museum will permit limited use of the Museum logo by prior arrangement; logo to be provided by the Museum Graphics Department and may not be altered in any way.

General Requirements

Supplemental Lighting

Any and all additional lighting, both inside and outside the Museum must be approved in advance by the Museum. Outside lighting is also subject to approval by Balboa Park Administration and the City of San Diego. Proof of City approval will be required at the time of the event.

Logistics

Setup and Takedown

User and User's vendors will be responsible for removing all trash after the event.

Neither User nor User's vendors will have access to the Museum dumpsters.

The Museum will not be responsible for any items remaining on the premises.

Removal fees will apply for any items not removed by the agreed-upon time per the Agreement.

Deliveries

Any deliveries must be scheduled and coordinated through the Museum and must be clearly marked with the User's name and date of event.

The Museum will not accept COD deliveries.

The Museum will not be responsible to verify, count, or monitor any User deliveries.

Cleanup

The Chapel must be returned to the condition in which it was found.

Cleanup and removal of refuse is the responsibility of the User / User's vendors.

All trash must be deposited in User-provided containers and/or removed from the premises entirely.

A representative of the Museum will perform a walk-through with the User and User's vendors to evaluate and signoff on the condition of the party/staging area(s) prior to departure. Failure to obtain written signoff will result in the forfeiture of the User's Security Deposit.

Parking

Five (5) private parking spaces will be provided; the remainder of guests will park in the designated public parking lots. Balboa Park public parking lots are permitted only for parking automobiles.

Should any event setup, unusual hours, or other activity require the use of parking lots, it is the User's responsibility to obtain proper permits through the City of San Diego, with copies provided to the Museum.

Securing Your Reservation and General Terms of Payment

Each application for use will be reviewed to confirm that proposed events will not disrupt or conflict with the primary mission and operation of the Museum as a cultural resource and asset. All reservations are subject to availability, and are accepted at the sole discretion of the Museum.

It is the User's responsibility to observe and execute all the procedures and policies included in the Agreement. Failure to comply will result in the forfeiture of all fees paid and the Museum will exercise its right to terminate the contract completely.

The User is advised to attach this document to all vendor agreements.

The Museum retains the right to revoke permission to use its facilities when, in its sole judgment, an event is subsequently determined to jeopardize the facility or the safety of those attendees at the facility. In such instance, prior notification will be provided to User, and all fees will be refunded.

Reserved dates are only secured by User once the Museum has received a fully executed **Facilities Use Agreement** (Agreement) with the initial **Event Deposit** (50% of the total anticipated costs), and the appropriate **Security Deposit(s)**.

The Agreement and Deposits are due and payable within fourteen (14) days of the initial request for reservation – otherwise this tentative reservation may, at the Museum’s sole discretion, be released.

The balance of the anticipated Event costs is due and payable 1 (one) month prior to the date of the event.

In the event of non-payment of the remainder of anticipated costs by this date, the Museum reserves its full exclusive rights of ownership in the venue, up to and including its specific right to cancel the User’s reservation and the User’s event at this time and thereafter.

In the event of non-payment of the remainder of anticipated costs and the Museum’s subsequent notice and cancellation, the User’s Event Deposit is forfeit to Museum as actual damages due to the loss of opportunity in the lease of the use of the space.

Time Allowance

Should the User exceed the three-hour venue rental time period, the following fees will apply:

- \$150 per half hour, for additional venue usage if available.
- \$50 per hour per Security Officer, with a two-hour minimum.

Cancellation by User:

Should User need to cancel an event, the following fees will apply:

- Up to 180 days prior to event: \$100 administrative fee will be withheld and balance of deposit will be refunded.
- 90-180 days prior to event: Deposit is 50% refunded.
- Less than 90 days prior to event: Deposit is not refunded.

Cancellation by Museum of Man

An authorized official of the San Diego Museum of Man may cancel any scheduled event at any time, without further liability or obligation, if the facility proves to be unsuitable due to the following:

1. Fire or other calamity caused by nature.
2. Notice of violations by the City of San Diego or the Balboa Park Administration.
3. Any other occurrences beyond the control of the Museum.

User will not be liable for payment of fees for cancellation by the Museum in these cases.