



## Private Events Policies and Procedures

*Revised November 2009*

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 the awareness of and 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 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 as tables, chairs, or A/V equipment, supplemental lighting, etc.).

## Venue Capacities

The San Diego Museum of Man offers the following distinct venues, each contracted separately for private events:

St. Francis Chapel: 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.)

Museum: Rotunda: 250 persons (maximum, per municipal regulations)  
Entire Museum: 640

The outdoor plaza area adjacent to the Chapel is available seasonally for private events as well, but must be separately reserved and permitted directly with the City of San Diego. On the User's behalf, the Museum will apply for and secure this permit for an additional fee.

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

### *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.

### *Event Hours*

Normal hours for private events are between 6 pm and midnight.

Special arrangements may be made to close part of or all of Museum for private events only upon consideration and premiums being successfully negotiated.

Holidays may likewise be negotiated, subject to additional fees.

## *Security*

All vendors must submit a list of employees working the event 24 hours in advance of the event. Employees not on the list will be denied access.

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. Security staffing will be based on the size of the group and the type of event.

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.

### *Preferred Vendors (requires no further approval from the Museum):*

Liquor/Beverage:	Event Beverage Service is the beverage vendor of choice.
Catering:	See updated Preferred Caterers list provided by Museum

### *Exhibit Galleries*

While making every effort to accommodate the User's viewing requests, internal circumstances require Museum (or the Museum) retain the right to restrict or adjust access to portions of the gallery during your event.

### *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.

### *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**

### *Floor Plan and Equipment*

A diagram of equipment, tables, chairs, and any and all setup must be provided and approved by the Museum at least one week prior to the event. It is the User's

responsibility to set up, maintain, and remove all décor, signage, and equipment following the event.

### *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*

Access for setup will be arranged at the discretion of the Museum in consideration of its obligations to the general public and to safekeeping of the building, facilities, and exhibits.

Load-in will be done immediately prior to the event, and load-out will be complete immediately following the event, unless specified otherwise in writing by the Museum.

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.

### *ADA Access*

During the event, at least one entrance to each open venue must remain ADA compliant and accessible.

### *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 Museum 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*

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.

### **Catering**

User will be provided with a list of Museum's preferred Caterers. The use of outside caterers is not permitted.

### *Liquor/Beverages*

Best Beverage Catering, Inc. is the Museum's approved vendor. Other beverage vendors may be utilized only with approval of Museum.

### *Catering Logistics*

The Museum does not provide kitchen areas, service, or equipment.

All preparation must be done outside the building in an area designated by the Museum.

All catering equipment and debris must be removed, with all areas cleaned in accordance with Balboa Park and City of San Diego regulations. Any dumping into storm drains is prohibited and subject to \$1,500 fine by the City.

The freight elevator may be used with prior permission of the Museum.

### *Food*

The Museum may prohibit foods that may cause permanent stains. For this reason, all menu items must be approved two (2) weeks prior to the event. Failure to secure approval may result in denial of food service for the event.

### **Prohibited Uses**

The premises shall not be utilized for the purpose of working or campaigning for the nomination or election to any public office, be it partisan or nonpartisan. The Museum shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

The premises shall not be utilized for promoting activities, individuals, or enterprises unrelated to the Museum's purpose.

## Insurance

User and their subcontractors, caterers, vendors, and suppliers shall at their own expense procure and maintain, for so long as they use, occupy, or furnish products or services on the Museum space, liability and property damage insurance for protection against all liabilities related to the use of occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than \$1,000,000 per occurrence combined single limit. There are no exceptions to this requirement.

The liability insurance shall consist of the following:

1. Commercial general liability insurance which must include but not be limited to contractual liability, broad-form property damage, personal/advertising injury, products and completed operations, and liquor liability coverage; and
2. Commercial automobile liability insurance covering all owned, non-owned, and hired vehicles.

All insurance required under this agreement shall:

1. Be issued by insurance companies approved to do business in the State of California and having a financial rating of not less than A-VII as rated in the most recent edition of Best's Insurance Report.
2. Stipulate Users and their subcontractors, vendors, suppliers, and caterers commercial general liability insurance as a primary insurance to and without right of contribution from similar insurance carried by the Museum. User's insurance must include a waiver of subrogation.
3. Contain an endorsement requiring thirty (30) days' written notice by the insurance company to the Museum before canceling, non-renewing, or changing coverage, scope, or amount of any policy.
4. All insurance required under this agreement shall name the Museum as additional insured. The insurance required shall be evidenced by a certificate of insurance as set forth under the Facilities Use Agreement, shall reflect Museum as additional insured, and shall include wording that such insurance is primary and non-contributory and contains a waiver of subrogation endorsement. Additional Insured and Waiver of Subrogation endorsements shall be included with the certificate of insurance. This shall be submitted to the Museum thirty (30) days prior to the date of use.

### *Workers' Compensation Insurance*

User and Caterer shall maintain and evidence by certificate, workers' compensation insurance at statutory limits required in the state of California, and employer's liability insurance at no less than \$500,000 limits, providing benefits for employees and volunteers of the User and User's vendors. The insurer must have a rating of A-VII or better by Bests' Insurance Report. The certificate must be

1. Submitted by User and User's vendors to the Museum thirty (30) days prior to the date of use, and
2. Stipulate the insurer will give the Museum thirty (30) days' written notice of cancellation or non-renewal of coverage.

Evidence of insurance shall be submitted to the Museum thirty (30) days prior to the date of use.

### **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.

**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.