

San Diego Museum of Man

San Diego Museum of Man Policies and Procedures for Special Events

Introduction

As a Non-Profit Organization in Balboa Park, The San Diego Museum of Man (SDMOM) is committed to introducing its exhibits to new audiences in order to promote public awareness, membership, and attendance growth. It is our policy that the special events program shall facilitate this commitment.

SDMOM will make designated spaces in the San Diego Museum of Man available for reasonable private use by corporations, associations, institutions, and organizations, both during and after public hours, on a space-available basis in the manner described in these guidelines. Events will not be allowed that, in the judgment of the SDMOM, could disrupt or conflict with the primary use of the building as the San Diego Museum of Man. The SDMOM will review applications on a case-by-case basis for consistency with this policy. Such disruptive or conflicting use on the part of the User would constitute grounds for cancellation of the event and forfeiture of any deposit fee remitted.

The following types of events are not consistent with the primary use of the building and are not allowed:

1. Political, religious or social advocacy events (unless approved by SDMOM Management),
2. Public auctions.

Description of Facilities

A floor plan of the SDMOM facilities is included in these policies and procedures. All spaces are within exhibit galleries, except St. Francis Chapel.

Availability

Reservations

Reserved dates are not considered secured by User until the Special Events Department has received the signed Facilities Use Agreement and the initial deposit.

The initial deposit, as specified in the Facilities Use Agreement, is due and payable within fourteen (14) days of reserving any SDMOM facility. If such a deposit is not received within the fourteen (14) day period, the reservation will be released.

Clients requesting dates held, but yet unconfirmed by another group, will be placed on a waiting list and subsequently notified if the area becomes available, in the order the request was received.

Scheduling of events is subject to availability. The SDMOM retains the right to book concurrent events in non-reserved spaces. The SDMOM will make every effort to avoid conflicts when there is more than one group on the premises at the same time. For example, The SDMOM may book a wedding in St. Francis Chapel, and a reception in an exhibit gallery to be held at the same time.

Event Hours

Normal hours for events at the SDMOM are scheduled between six (6) p.m. and twelve (12) a.m., unless special arrangements are made with the SDMOM Special Events Manager. Events using the entire facility may be scheduled only after public hours unless special arrangements are made through the Special Events Office. A premium will apply to events that require the SDMOM to close early to the public.

Holidays

Events held on holidays are subject to additional fees.

Equipment

The SDMOM is offered as a location only and does not have tables, chairs, easels, or A/V equipment for your event. Please ensure that your caterer or party rental furniture people have provided what you will need. All production equipment that requires electrical must be approved through Special Events Office.

Fees

The SDMOM will enter into a Facilities Use Agreement with the corporate/private sponsor of the event, a Destination Management Company, an Event Planner, Meeting Planner, or Individual, for the use of the facilities. These parties will herein be referred to as "User."

Please check with the Special Events Department for current pricing of the rental facilities.

A 50% deposit, credited towards the total contribution/usage fee, is required with the signed Facilities Use Agreement within fourteen (14) days of receiving the Agreement. This deposit is refundable minus a \$100.00 administration fee if the event is canceled over 180 days before the event date, 50% refundable if canceled between 180 and 90 days before the event date, and not refundable if canceled less than 90 days before the event date. The balance of the contribution/usage fee is due and payable by the User (4) weeks prior to the event. The event is subject to cancellation if the payment is not received on time.

Additional Fees

Some additional fees may be charged for the following: holiday premiums, closing to the public earlier than the scheduled time, rental of equipment, labor, A/V technician, additional use hours, extensive power needs, supplemental security and/or event staff, unusual event requirements and other items as reasonably determined by the SDMOM. User is fully responsible for damage to or loss of SDMOM property, and will be billed accordingly.

Cancellation

An authorized official of the San Diego Museum of Man has the permission to cancel the event at any time, if the SDMOM 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 SDMOM.

In the event of such cancellation, User will not be liable for payment of fees for cancelled programs, nor will the SDMOM have any further liability or obligations with regard to said canceled program. Should such action by the SDMOM become necessary, the SDMOM guarantees that it will provide suitable time(s) for rescheduling.

It is the User's responsibility to observe and execute all the procedures and policies mentioned above hereafter. Failure to comply will result in the forfeiture of all fees paid and the right to terminate the contract completely.

The SDMOM also retains the right to revoke permission to use its facilities when, in its sole judgment, an event would jeopardize the facility or the safety of those attendees at the facility. In such instance, as much notification as possible will be provided and all fees will be refunded.

Invitations and Printed Materials

The Special Events Department must approve all event-related promotional materials mentioning the SDMOM prior to printing or broadcast. This includes invitations, programs, and/or press releases. Please allow sufficient time for approval. These materials should be submitted for approval once the Facilities Use Agreement is signed. A final sample of any item must be provided to the SDMOM for file. Museum will permit limited use of logo with prior arrangement and the logo will be provided by graphics department.

Signage, Equipment, and Décor

The User is responsible for removing all event equipment and décor from the premises immediately after the departure of the last guest from the Museum at the conclusion of the event, unless special arrangements have been made through the Special Events Department. The SDMOM will not be responsible for any items remaining on the premises. Storage and/or removal fees may be charged for items not removed by the time arranged.

All signage is subject to prior approval from the SDMOM, and must be free-standing.

All décor and signage must be freestanding. Nails, staples, and tape cannot be used on walls, exhibits, floors, or ceilings. Banners, awnings, promotional, or commercial signage may not be placed on the front of the building without permission from the Special Events Department. It is the client's responsibility to provide labor to set up, maintain, and remove all décor and signage. User or subcontractors must remove all décor/signage immediately following the event.

Confetti, glitter, sequins, fake snow, helium balloons, etc., are not allowed.

All additional lighting, both inside and outside the SDMOM, must be approved in advance by the Special Events Department. Outside lighting is subject to the approval of the Balboa Park Administration and the City of San Diego.

All décor items must comply with local fire department regulations. Votive candles may be used with no more than 4 votives on each 60-inch round table and/or 8-foot banquet table. All votives must be fixed in a container that is at least twice the height of the votive. No other candles or open flames may be used, unless otherwise cleared with the Special Events Department.

The SDMOM must approve all equipment installation. The user must notify the Special Events Office if a technician's presence is required for the preliminary walk-through. A diagram of equipment, tables, chairs, and any and all set-up must be provided and approved prior to event.

In order to promote the facility rental program, the SDMOM reserves the right to photograph the facility during the set-up and through out the reception time. The SDMOM will retain all copyrights for future use in promoting our special event portfolio, and promoting our facility to potential clients.

Music and Entertainment

The selection of music and entertainment for the event is subject to the SDMOM's 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. User further agrees to indemnify the SDMOM against any liability resulting from failure to do so. Sound must not impact neighboring institutions.

Catering

Selection of Caterer

User will be given a list of the SDMOM's preferred Caterers. A caterer may be chosen from this list or the User has the option of choosing his or her own caterer subject to the conditions in the following paragraph. The Special Events Department must approve all caterers not on the Preferred Caterers List.

A caterer outside of the SDMOM's Preferred Caterers List must provide a certificate of insurance naming the SDMOM as an additional insured and following the insurance requirements listed within this document and current health and business permits prior to the event. The SDMOM must approve the menu, which has to be provided at least two weeks prior to the event. The event will incur a 10% increase of the rental rate or \$300 (whichever is higher) for events that use caterers not on the preferred list for each event held at the SDMOM. This money will be due thirty (30) days prior to the event.

Catering Logistics

Use of freight elevator and prep kitchen must be approved by the Special Events Department. All cooking must be done outside the building in an area designated by the Special Events Department and it is the caterer's responsibility to clean this area, in accordance with Balboa Park and City of San Diego regulations.

Food

The SDMOM reserves the right to disallow foods that may cause permanent stains. The Special Events Department must approve all menus and a final menu must be submitted within two (2) weeks before the event. If the client fails to observe this rule, the SDMOM has the right to deny the service of food items at the event that may cause permanent stains.

Liquor/Beverage

Best Beverage Catering, Inc., is available to provide any and all alcoholic beverages and bar service; other vendors or providers may only be used with the approval of the Special Events Department of the SDMOM.

Dumpsters

User and caterer will not have access to the SDMOM's dumpsters. Caterers are responsible for removing all trash from the premises after an event.

Set-Up and Breakdown

Access for set-up will be arranged at the discretion of the SDMOM in consideration of its obligations to the general public and to safekeeping of the Museum of Man Building, facilities, and exhibits.

The SDMOM will not be responsible for any lost or stolen catering supplies, equipment, or any other property of the caterer, sub-contractor, or User.

It is required for the caterer to do a final walk-through with the Events Coordinator/Manager on Duty to evaluate the condition of the party/staging area before they depart from the building.

Clean-Up

The SDMOM must be returned to the condition in which it was found. Clean-up and removal of refuse is the responsibility of the User and/or the User's sub-contractors. All trash must be deposited in the correct containers or removed from the premises entirely. If any SDMOM personnel judge routine cleaning and maintenance inadequate to return the premises to its prior condition, special maintenance services will be contracted by the SDMOM and this fee will be deducted from User's security deposit.

User must provide refuse receptacles; the SDMOM does not provide trash cans, trash bags, or recycling containers.

Load-In Load-Out

Access

Load-in and load-out are to be done at the times agreed in writing during the pre-event walk through. Generally load-in will be done immediately prior to the event and load-out will be done immediately following the event, unless otherwise specified in writing.

Vehicles must have commercial plates in order to use the yellow loading zone. Failure to comply will result in a likely fine issued by the City of San Diego and/or the Balboa Park Rangers.

Storage

The SDMOM has no storage areas for events; therefore, all deliveries and pick-ups must take place on the event date.

Parking

If Balboa Park parking lots are needed for any special activity, set-up, or unusual hours, the SDMOM must be notified in advance and plans must be approved through the City of San Diego. It is the User's responsibility to issue all the necessary permits and copies must be submitted to the SDMOM.

Valet Parking service is available using select vendors approved by Balboa Park, Park and Recreation Department.

Deliveries and Pick-Ups

All deliveries and pick-ups must be scheduled and coordinated through the Special Events Department at the time of the pre-event walk-through.

The SDMOM will not be responsible for the counting and checking deliveries and does not assume responsibility for items delivered or left at the Museum. All deliveries must be clearly marked with the User's name and date of event. The SDMOM will not receive COD deliveries on the User's behalf.

Clean-Up, Maintenance, and Damage

User is responsible for leaving the SDMOM premises in the same condition as found. NO equipment, décor, tables, chairs, debris, or other materials may remain on site overnight.

General Policies

Exhibit Galleries

Exhibition installations may be underway many times during the year, necessitating the closure or restriction of access to certain galleries or sections of galleries. The SDMOM may not know this schedule until near the time of the event. For this reason, the SDMOM retains the right to restrict or change gallery access at any time. The SDMOM will make every effort to accommodate User's gallery viewing requests. Some attractions are subject to availability and closure at any time.

Press

Any press coverage or other activities must be coordinated with the SDMOM's Marketing Department and are subject to the SDMOM's approval.

Security

The SDMOM will determine the number of security personnel required for each event. All security personnel will be hired by the SDMOM. The SDMOM will provide general security in all public areas during an event; this is not to be considered event security. Event security can be provided at an hourly rate of \$50 per guard with a 4-hour minimum. If entrance security is needed for checking invitations or identifications or any other type of security is deemed necessary, if additional security personnel are required, user will be billed for the additional security.

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

Smoking

All SDMOM facilities have been designated as non-smoking. The City of San Diego requires that there is no smoking within 25 feet of the museum's exterior.

Compliance with City, State, and Federal Regulations

User must comply with all city, state, and federal regulations. User may not discriminate against any person or group of persons.

ADA Compliance

After set-up, at least one entrance to the event space(s) must remain ADA compliant.

Planning

The Special Events Department is not available for event planning. However, the Special Events office can and will be available to guide User to be compliant with ADA, ABC, Exhibits Department, Preferred Catering, Balboa Park, City of San Diego, and any and all other applicable regulations and policies. Any and all devices, equipment, lighting, sound systems, and anything else requiring electrical supply must be approved by the Special Events Office.

Insurance

Liability Insurance

User and their subcontractors, vendors, and suppliers, including caterers, shall at their own expense procure and maintain, for so long as they use, occupy, or furnish products or services on the SDMOM space, liability and property damage insurance for protection against all liabilities related to the use of occupancy of the space, and operations incidental there to, 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:

1. Commercial general liability insurance which must include but not be limited to contractual liability, Board 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 autos.

All insurance required under this agreement shall:

- 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.
- 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 SDMOM. User's insurance must include a Waiver of Subrogation.
- Contain an endorsement requiring thirty (30) days written notice by the insurance company to the SDMOM before canceling, non-renewing, or changing coverage, scope, or amount of any policy.
- All insurance required under this agreement shall name the SDMOM as additional insured. The insurance required shall be evidenced by a certificate of insurance as set forth under the Facilities Use Agreement, shall reflect SDMOM 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 SDMOM thirty (30) days prior to the date of use.

Workers Compensation Insurance

User and Caterer shall maintain and evidence by certificate, worker's 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 caterer. The insurer must have a rating of A-VII or better by Best's Insurance Report. The certificate must be A) submitted by User and Caterer to the SDMOM thirty (30) days prior to the date of use, and B) stipulate the insurer will give the SDMOM thirty (30) days written notice of cancellation or non-renewable of coverage.

San Diego Museum of Man

Facilities Use Agreement

(Please sign and return this portion)

This Facilities Use Agreement (this “Agreement”) is entered by and between User (identity indicated below) and the San Diego Museum of Man with reference to the following:

- A. User desires to use and occupy the SDMOM as set forth below.
- B. The San Diego Museum of Man desires to be protected against loss by reason of the use and occupancy of its facilities by User.
- C. User acknowledges receipt of and has reviewed the SDMOM Facilities Use Policies and Procedures, including its attachments (the Policies and Procedures), which are incorporated herein by reference.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, User and SDMOM agree as follows:

- 1. Payment.** User agrees to pay the SDMOM all fees in the amount and at times required in the Policies and Procedures.
- 2. Indemnification.** User agrees to indemnify and hold the SDMOM and all its officers, board members, and employees free and harmless from any loss, damage, liability, cost, or expense (including attorney’s fees) that may arise during such use or occupancy of the SDMOM by User, to injury to any person whatsoever happening on, in or about, or in connection with the SDMOM while the Museum is occupied or being used by User, except to the extent such injury, loss, damage, liability, cost, or expense results from the willful misconduct or gross negligence of the SDMOM, its officers, board members, and employees. This Agreement is entered into on express condition that the SDMOM, its officers, board members, and employees shall not be liable for or suffer loss by reason of injury to persons or property from whatever cause which in any way may be connected with the use, condition, or occupancy of this space by the User, except as stated herein. The SDMOM shall give User prompt written notice on any claim, action, or proceeding which could give rise to a right of indemnification under this Agreement. Notwithstanding such action or proceeding, the Museum shall also be entitled to engage, at User’s expense, independent counsel to advise it with respect to any claim, action, or proceeding which gives rise to a right of indemnification under this Agreement. Indemnification shall be made by User within ten (10) days after receipt from the SDMOM of notice describing the nature of the claim made and the amount of any loss, liability, damage, cost, or expense. All such costs and expenses which are not paid when due shall, until paid, bear interest from such date at the rate of twelve percent per annum.
- 3. Release and Waiver.** User hereby assumes all risk of damage to property or injury to persons in or about the SDMOM during User’s use or occupancy of the SDMOM from any case and hereby releases the Museum and waives all claims against the Museum for damage to the User’s personal property, for injury to the User, or User’s agents, employees, invitees, associates, or contractors, in or about the property from any cause arising at any time, except to the extent such damage or injury results from the willful misconduct or gross negligence of the SDMOM.
- 4. Certificate of Insurance.** User Shall, at no cost to the SDMOM, provide the Museum, no later than thirty (30) days before the event, with a certificate of insurance naming the Museum as an additional insured and evidencing public liability, property damage insurance for protection against any and all liabilities related to the use or occupancy of the space, and host liquor liability with a minimum combined single limit capability of not less than \$1,000,000 per occurrence. If any non-approved Caterers are involved in User’s use of the Museum, User must also submit Caterer’s certificates of insurance.
- 5. Cancellation.** Reservations and events may be canceled and paid fees may be retained as provided in the Policies and Procedures.

6. Policies and Procedures. User hereby agrees to comply with the guidelines set forth in the Policies and Procedures and its attachment, all of which have been provided, and User acknowledges that failure to do so may result in cancellation of the event and forfeiture of fees paid.

7. Attorney's fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, trial, or appeal thereon, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court in the same or a separate suit, and whether or not such action is pursued to decision or judgment. The attorney's fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred in good faith.

8. Use. Subject to the terms of the Policies and Procedures and this Agreement, the SDMOM agrees to furnish the SDMOM's facilities and user engages the same as follows:

User: _____ Contact: _____
 Title of Event(s): _____ Address: _____
 Dates of Event(s): _____ Phone: _____
 Hours of Event(s): _____ Fax: _____
 No. of Attendees: _____ E-mail: _____

Areas Reserved: Main Gallery 2nd Floor Mezzanine Evernham Hall St. Francis Chapel Plaza
 Education Center Gill Auditorium Board Room Children's Discovery Center

Total Contribution/Usage Fee \$ _____
 Deposit \$ _____ Due _____
 Final Payment/Balance \$ _____ Due _____

Liability Insurance: Please submit a certificate of Insurance.

By: _____ By: _____
San Diego Museum of Man *User Signature*

Name: Vicki Collette Name: _____
Please Print

Title: Special Events Manager Title: _____

Date: _____ Date: _____

Address: 1350 El Prado Name of Company or Organization:
 San Diego CA 92101
 Phone (619) 855-1678
 Fax (619) 239-2749

Please separate this agreement from the Policies and Procedures and return to Vicki Collette, Special Events Manager, San Diego Museum of Man, 1350 El Prado, San Diego, CA 92101

Initial _____