



## NTC Venues Policies

### 1. Timing and Location

Rental time is not to exceed the above time. Any time beyond this (either before or after) will be billed at an hourly rate (in one-half hour increments) and overtime charges may apply. You are responsible for coordinating with any vendors on the prescribed times.

Similarly, any space that is used that is not part of the contract will be billed accordingly.

### 2. Confirmation of Booking

NTCV places a tentative hold on a date for Clients. The non-refundable deposit is required to confirm reservation.

- If there is another request for the venue on said date, NTCV will attempt to reach Client for an immediate confirmation. If NTCV, after 72-hour time period, cannot obtain said confirmation with deposit, NTCV is free to make venue available to the inquiring party.
- Conversely, if a Client is waitlisted on a particular date, receipt of the deposit will initiate a 72-hour notice to all Clients who have placed a tentative hold in front of the "waitlisted" Client. If a deposit is received from one of these holds within the 72-hour time period, the venue is secured for that Client and an alternate venue will be presented to the "waitlisted" Client.

As a non-profit foundation that relies on event bookings as a source of revenue, we cannot grant any single event exclusivity for an entire area based on the booking of one venue. Should the event desire to be the only event on that day, they have the option to book other areas, based on availability.

Events on the same day and similar time will be assigned different parking, prep and restroom areas as available. Please be aware that despite our best efforts to coordinate the timing of various event elements, there may still be some sound bleed.

### 3. Certificate of Insurance

The NTCV requires that the Client obtain comprehensive general liability insurance and property damage insurance from a carrier authorized to be in business in the State of California. The general liability policy must be in an insurable amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. The insurance policy must name NTC Liberty Station Inc., NTC Foundation Inc., NTC Tenant LP, NTC Liberty 19 Master Tenant, Liberty Station Community Association, and McMillin-NTC, LLC, A Delaware Limited Liability as an "additional insured".

The NTCV shall be provided with a Certificate of Insurance and Policy Endorsement within thirty (30) days of event date.

### 4. Bar

Due to the Alcoholic Beverage Control Regulations, no alcoholic beverages will be allowed within the venues and adjacent area except when furnished by Event Beverage Solutions (EBS) or a caterer with a



license to serve alcohol off-site. Any violation may result in closing of the bar, or if necessary, cancellation of event. All events with a bar must have the appropriate permit from the department of Alcohol Beverage Control (ABC) and available at the event for viewing.

- Alcohol service will cease 15 minutes prior to the end time of the event in compliance with ABC regulations.
- Additionally, it is our policy that no shots will be served during the event.
- Your salesperson or beverage caterer may advise you about regulations regarding the perimeter of your event.
- Client shall insure that alcoholic beverages are served only by the authorized staff (who are LEAD certified) and consumed only by persons over the age of twenty-one (21).
- Client agrees that no agent, servant, or guest of the Client shall bring alcoholic beverages to the event. NTCV reserves the right to confiscate all liquors brought without the permission of NTCV. This is also grounds to close down the event.
- It is the policy of NTCV that no entertainer or working crew or staff be permitted to consume alcoholic beverages.

A liquor liability insurance policy not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate shall be provided to NTCV no less than thirty (30) days prior to the event. The insurance policy must name NTC Liberty Station Inc., NTC Foundation Inc., NTC Tenant LP, NTC Liberty 19 Master Tenant, Liberty Station Community Association, and McMillin-NTC, LLC, A Delaware Limited Liability as an "additional insured".

## **5. Guaranteed Numbers**

An estimated number of attendees must be given at the time the booking is made. A final count is due ten (10) business days prior to your event.

## **6. Guests**

- Groups including individuals less than 18 years of age must be chaperoned by parents, faculty, or school staff members at a minimum recommended ration of one adult to eight (8) minors.
- Additional security is required for certain events that the staff has determined to be high risk.
- No pets shall be allowed at indoor events or outdoor events with catered meals without written consent of NTCV. This is a health issue.
- NTCV reserves the right to refuse admittance to any agent, servant, or guest of the Client at NTCV's sole discretion.



## 7. Confirmation of Details

All requirements, together with all food and beverage information, catering times, meeting timetable, audio visual/room set-ups and reconfirmation of estimated numbers attending must be received by NTCV no later than thirty (30) days prior to the event. Changes to submitted plans and/or failure to submit plans one month prior to the event may mean a penalty charge equal to the amount of last minute labor incurred.

- Diagrams of event layouts must be submitted to the NTCV event planner for approval at least 30 days prior to the event. Doorways and exits are not to be blocked or obstructed. Compliance with all fire codes and regulations is required.
- A complete written timetable of load-in and load-out is due to NTCV no later than 7 days prior to the event. This should include who will be in the building at any given time.
- All decorating materials must be approved by NTCV in advance and must meet all San Diego Fire Department regulations. No décor may be attached or displayed on any of the exhibits or artifacts. All décor items must be completely removed by the Client during the load out. Any materials used **MUST** be approved by NTCV prior to the event or you may forfeit your deposit. Consult with your salesperson with regards to the types of tape permitted on the carpet.
- Events over 300 are required to have a dumpster from an Approved Vendor. Your salesperson will advise you on the proper placement and size required.
- Restroom attendants may be required.
- The following items are also not allowed at the Venues: Balloons, Kites, Laser Lights, Fireworks, Confetti, Search Lights, Glitter, Sparklers, and Flocking or Fog machines.
- *Candles*  
Candles and other open-flame devices shall be in accordance with the City of San Diego's Fire Code Ordinance.
  - Candles are allowed inside the building but must be protected by votives or hurricane lamps.
    - Chimneys and shades shall be made of noncombustible materials and be securely attached to the open-flame device.
  - Hand-held candles or open flame devices are prohibited inside buildings.
  - Flammable and Combustible liquids, as well as LP-gas shall not be used.
  - Floating candles must keep the top of the flame at least one inch below the glass top of the floating bowl.
  - Holders shall be constructed to prevent the spilling of wax.
  - Candles shall not be left unattended when lit.
  - A model or picture must be submitted to your Sales Manager for approval. (Approval is not required for battery operated simulated candles).
  - The facility is authorized to halt the use of candles if such candles are determined to constitute a hazardous condition.



## **8. Conduct**

Client agrees to comply with, observe and enforce all federal, state, and municipal laws and ordinances in connection with said event.

- No agent, servant, or guest of the Client shall bring any article of a flammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature.
  - Client shall be liable for all damage resulting.
  - NTCV reserves the right to confiscate all such articles brought.
  - Client agrees that there will be no form of illegal gambling conducted or permitted during the term of the event.
- Any rowdiness, misconduct, possession of unauthorized alcoholic beverages, possession or all/any firearms, illegal gambling, use or possession of illegal drugs, including marijuana, on the part of the Client's agents, servants, or guests will not be tolerated, and an immediate end to the event will be ordered, in which event, Client shall be responsible for full payment of the fees.
- Guests are to be kept out of fountains. All fountains are filled with non-potable water and thus not suitable or safe for your guests.
- No vehicles are permitted on the Central Promenade or grassy areas of North/South Promenade.
- Smoking is permitted in designated areas only and not inside any of the buildings. Consult with your salesperson if you wish ashtrays to be placed outside your event.

## **9. Noise and Music Restrictions**

All music and noise is subject to California's 24 hour noise ordinance. This means that complaints can be made about the volume of an event at any hour of the day or night. The first complaint brings a request to reduce the noise. The second complaint means that an event is closed down.

Any outdoor amplification should face the east or towards the water channel.

## **10. Permits & Licenses**

Client is responsible for all permits and licenses that may be required for the event. Most permitting agencies need at least 30 days in advance of the event to process a permit.

- Events that close any street or incorporate public land require a permit from the City of San Diego Special Events department.
- Outdoor events that are enclosed by a fence are required to obtain a permit from the San Diego Fire Department. If there are any elements that include fire, the SD Fire Department also requires a permit.
- Events that serve liquor are required to get a permit from Alcohol Beverage Control (ABC).



- If food is going to be sold, Client may need a health permit from the County of San Diego Dept. of Environmental Health.
- Events playing music may want to investigate an ASCAP and BMI license.
- Any elements that will be higher than fifty (50) feet may need permission from the Federal Aviation Administration (FAA).

### **11. Damage to the Venue, Equipment, etc.**

NTCV requires a damage deposit prior to the event. The deposit will be refunded thirty (30) days after completion of the event if no loss or damage to the venue, its furnishings, equipment, etc., has been caused by Client or its agents, servants, or guests.

Examples of damage to the property include:

- Stains on concrete or carpet including but not limited to: wine, wax, gum, chocolate, coffee, tea, soda, food, grease and/or burns.
  - Mats are required under chocolate fountains, espresso machines, beverage pumps, food prep areas, grills and other cooking equipment.
- Damage to walls, paint, furniture or other equipment. Nothing can be affixed to walls, historical exhibits or acoustical panels.
- Cords that are not properly protected with gaffers tape or bridges.
- Clogged drains in prep kitchen, bathrooms or promenades. There are no garbage disposals at this historic site.
- Food or other items placed in the icemaker for any reason. This is a health violation.
- Damage to fountains, concrete, bricks, landscaping or irrigation lines.
- Trash or debris left in room, on ground, in landscaping or in community black trash containers. Any trash left behind will be charged \$50 per bag. For outdoor events that end after dark, the client or representative may want to return the next morning to better view the area.
  - Common trash includes but is not limited to: flower petals, cigarette/cigar butts, candy wrappers, feathers, boxes, beverage containers, food. (Your caterer should be responsible for food and beverage trash.)
  - When a dumpster has been ordered for an event, all trash must fit inside with ample room to completely close the lid. Nothing may be stacked next to a dumpster.

Your salesperson is happy to give you information on how you may delegate the cleaning responsibilities.



- Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the venue and its furnishings, equipment, etc., caused by the Client or its agents, servants or guests. This amount will be deducted from damage deposit, and if damages exceed collected deposit, guest will pay that additional amount as well.

## **12. Approved Vendors**

For purposes of quality control, there are certain vendors that have been limited to those on an approved list. These include:

- Catering (food and bar), rental, production, audio-visual, portable restrooms and dumpsters. Those vendors found on our approved list have been pre-screened and prequalified. They have also agreed to the rules and regulations required by our historical property.
- Caterers are responsible for loading and unloading their own supplies and/or equipment. Caterers will provide their own china, silverware, stemware, linens, and rentals required and a complete, satisfactory and timely clean up. Caterers are responsible for bringing any trash receptacles and for removing all trash from the premises after the event.

Your salesperson will also provide you with a list of Recommended Vendors in categories beyond those in our Approved list. These vendors have agreed to the policies and regulations at NTCV.

- The client will be required to pay for any damages or replacement costs incurred by outside providers including but not limited to musicians, Disc jockey, décor companies and exhibit houses.