



City Heights Performance Annex Rental Application, Policies, and Agreement

Event Title: _____

Is Renter a Not-for-Profit Organization? Yes / No (circle one)

Is Renter applying for a City Sponsored Event (CSE)? Yes / No (circle one)

Event Date	Event Set-up Time	Event Start Time	Event End Time	Event Exit Time	Event Space	Number of Attendees

Renter Name: _____ (Renter)

Address: _____ Phone: _____

City/State: _____ Zip Code: _____

Email Address: _____

Local contact name/address/phone number (if different from Renter):

All policies governing the use of the City Heights Performance Annex have been read, understood, agreed to, and will be followed by Renter. Failure to comply with any of the stated policies will result in immediate cancellation of the event.

Renter Signature: _____ Date: _____



Performance Annex Space: Space within the City Heights Performance Annex includes the Black Box Theater, the adjacent patio, and external restroom facilities.

Renters: Library allows the rental of City Heights Performance Annex by organizations and individuals under the conditions listed in sections A and B below. Renters please read and initial sections A and B below.

CSEs: The Library recognizes the importance of collaborating with public and private organizations, businesses, and community groups to further enhance library services and programming. All collaborations are subject to review by the Library Director and must advance the Library's vision, mission, and strategic plan. For these collaborations the Library, or other collaborating departments within the City of San Diego (City), will sponsor events by individuals, businesses, or organizations, and allow use of the City Heights Performance Annex for such sponsored events under the conditions listed in sections A, B, and C below. Renters applying for a CSE please read and initial sections A, B, and C below.

SECTION A POLICIES

1. Renter shall obtain all law enforcement, fire marshal, and food service regulator permissions, inspections, and approvals, and any other City, State, or federal permits required for Renter's use and occupancy of the Performance Annex Space.
2. If *not* a CSE, then prior to an event, Renter, and each of their contracted vendors, must submit the following insurance documentation to the Library:
 - A Certificate of Liability Insurance that lists the City of San Diego, its Officers, Employees, and Agents, as additional insureds. Liability insurance requirements include: \$1 million per occurrence and \$2 million general aggregate with liquor liability; Workers Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, should be noted on the certificate as well.
 - An Endorsement accompanying each Certificate of Liability Insurance naming the City of San Diego, its Officers, Employees, and Agents, as additional insureds.

3. Basic cleaning for the City Heights Performance Annex will be provided by the City before and after the event, and is included in both the standard and add-on fees. Basic cleaning consists of emptying existing trash receptacles, sweeping/vacuuming floor, and maintaining restrooms. Any objects that cannot be swept or vacuumed are considered above basic cleaning and may incur additional fees. These objects include, but are not limited to, pallets, boxes, food, wood, banners, decorations, booth materials, and equipment. This also includes materials brought into the facility by event staff, exhibitors, caterers, planners, and attendees before, during, and after the event. If the event produces hazardous waste or an excess amount of trash, Renter will be responsible for additional charges required to dispose of the waste as required by the City.
4. Payment of rental fees is due a minimum of fourteen days prior to the event or event may be subject to cancellation. Rental fees for the Performance Annex Space are based on a minimum of a four-hour time period, unless otherwise specified.
5. Rental set-up times will not start any earlier than 7:00am, on the first day of the rental, and the facility must be vacated by 12:00am on the day immediately following the rental. Rental days and times are subject to availability, and the full Daily Rental Fee will apply for each day, or portion of any day, the Renter is utilizing the Performance Annex.
6. Ancillary fees for Library, custodial, and security staffing will apply during any *non*-CSE use of the Performance Annex Space outside of City Heights Library open hours.
7. Not-for-profit Renters include not-for-profit 501(c)(3), not-for-profit public service groups, and other documented not-for-profit organizations. If *not* a CSE, documentation will be required to verify not-for-profit status; if such documentation is not approved by City, then Commercial/Private fee rates will apply.
8. Rental Fees include:
 - Library, custodial, and security staffing during City Heights Library open hours
 - Free Wifi
9. Rental fees do not include:
 - Audio-Visual services
 - Piano tuning
 - Parking
 - Running sound/lights/projection
 - Library, custodial, and security staffing outside of City Heights Library open hours
 - Facility set-up fees (for special lighting or audio/visual outside of City Heights open hours)
 - Additional cleaning charges

Section A Policies: Renter Initials _____

SECTION B POLICIES

1. Delivery, set-up, and pick-up of all equipment brought into the Library facility are the sole responsibility of the Renter and may ONLY take place on the day of event unless an extended run is approved by City Heights Performance Annex Staff. All vendors and equipment must vacate the facility immediately following the event. Failure to vacate the facility immediately may incur additional fees or charges. A detailed timeline of the event, including set-up time, vendor arrival times, and break-down time must be submitted to City Heights Performance Annex Staff at least fourteen days before the event.
2. Depending upon the complexity of audio-visual and/or lighting needs for your event, you may be required to use the library's lighting/sound/projection technician. For more details contact the City Heights Performance Annex Staff.
3. Items of any kind may NOT be placed on any facility walls or equipment or affixed to any floor or ceiling of the facility without prior approval by the City Heights Performance Annex Staff. Renter will prevent any employee, guest, or contracted individual from defacing or damaging any Library property or facility. Facility alterations are not permitted, including, but not limited to, window or door removal, window or door coverings, carpet removal and painting, or modification of any facility surface.
4. Renter is responsible for any damage, destruction, or loss of any property or item occurring prior to, during, or following any event, NOT Library. Library makes no warranties or representations whatsoever to Renter regarding the condition of the Performance Annex Space.
5. Signage to publicize an event or provide directional information may be posted with permission from the City Heights Performance Annex Staff, but must not damage public property, impinge on private property, violate City sign code ordinances, or be difficult to clean or remove from the venue. In addition, Renter is required to work with the City Heights Performance Annex Staff to assure that all onsite event signage prior to, and during, an event complies with Library guidelines. See also [San Diego Municipal Code, Chapter 14, Article 2, Division 12 Sign Regulations](#). Signage must be removed by Renter immediately following the event.
6. The City Heights Performance Annex is located within a residential district. Renter is fully responsible for assuring that sound levels during the entire time of an event comply with the San Diego Municipal Code for residential areas and does not constitute a nuisance to the public. In addition, Renter is fully responsible for all arrangements, contracts, and licensing requirements with any musician, musical group, or other music provider. All events must end by 11:00 p.m. See [San Diego Municipal Code §59.5.0401](#) for sound level limits.

7. Renter is responsible for managing the orderly behavior of all employees, guests, and contracted individuals. Minors must be supervised by adults. Misconduct by Renter or Renter's employees, guests, or contracted individuals, or misrepresentation on the application, may result in the immediate termination of the event.
8. Renter agrees to release, hold harmless, defend, and indemnify CITY from any and all liability for any claim, loss, injury, and damage related, directly or indirectly, to Renter's use of the Performance Annex Space.
9. Renter agrees that Library will not be liable in any manner due to Library's cancellation of an event. In the event of cancellation by the Library, every reasonable effort will be made to notify Renter at least two weeks in advance of the respective event. However, Library may cancel at any time.
10. Library reserves the right to revoke City Heights Performance Annex privileges at any time.

Section B Policies: Renter Initials _____

SECTION C POLICIES (CSEs Only)

1. Event must be free, open to the public, and support the Library's mission to inspire lifelong learning through connections to knowledge and each other.
2. Renter will not solicit funds or personal information from attendees, nor promote any commercial services.
3. Library logo must appear on all marketing and promotional materials including social media. <https://www.sandiego.gov/communications/design>
4. All marketing and promotional materials, including social media posts, must be provided to Library for review and approval prior to publication.
5. Renter will report back to Library after the event with all tracked marketing statistics.
6. Library will have the opportunity to provide opening remarks and other comments at the event.
7. Library will have the opportunity to provide a table of Library materials at the event when appropriate.
8. Library will have the opportunity to be included in any panel or topic discussion when appropriate.

Section C Policies: Renter Initials _____

Rental Fee Schedule

Space	Daily Rental Fee Commercial/ Private	Daily Rental Fee Not for Profit	Daily Rental Fee CSE	Square Footage
City Heights Performance Annex	\$428	\$321	\$0	2500

DEPOSIT

A 50% non-refundable deposit is due upon booking the **City Heights Performance Annex**.

Authorized:

(Original Signed by Misty Jones)
Library Director