



FACILITY RULES OF USE

I. INTRODUCTION

The Magnes Collection of Jewish Art and Life (“The Magnes”) has designated spaces that may be available by reservation for events, both during and after public hours. Facilities must be used in accordance with all federal, state, and local laws, including ADA regulations, as well as in accordance with University policies and procedures. Please see [Rules of Conduct In Campus Buildings](#) for details.

The Magnes will accept reservations no more than one year in advance and at least 30 days prior to the event (for on-campus groups). Reservations are not accepted within 30 days of event date. Individuals or groups may have only one tentative hold on space at The Magnes at a time. Facility use priority will be given to the scheduling of The Magnes’ programs and activities. For a full list of space descriptions and rental rates, please see “Rental Spaces, Availability, and Fees.” Funds collected for event rentals will be used to support the education mission of The Magnes.

This Facility Rules of Use Agreement is hereby entered into between The Magnes and Client for use of The Magnes’ reservable spaces.

II. EVENT LOGISTICS & GENERAL FACILITIES USE

- Event reservations must follow the process outlined in “Facility Rental Procedures.”
- Client is responsible for accurately describing their event type and scale at time of reservation. The Magnes reserves the right to cancel an event if all pertinent details are not disclosed on the “Facility Use Inquiry” Form and in event planning correspondence with The Magnes staff.
- No alterations, repairs, renovations, demolition, or improvements whatsoever shall be made within the Premises by Client, its employees, contractors or agents without the prior express written consent of The Magnes, which consent may be withheld in The Magnes’ sole discretion.
- If any property of The Magnes is damaged or destroyed by Client or others as a result of Client’s use and occupancy of the Premises, The Magnes shall require Client to pay the full repair or replacement costs of such damage or destruction.
- Client may not use the logo or any form of trademarked symbols of The Magnes, The University of California, Berkeley or the University of California System under any circumstances.
- When advertising private events, Client may not suggest that events are presented, sponsored, or endorsed by The Magnes.
- Client must provide event attendees, the press, and other members of the public with their own contact information (phone and/or email) for questions about their event. They must not direct questions to The Magnes staff.
- During the event, Magnes staff will be onsite to ensure the safety of the collection and of the public, and to provide client access to rented spaces. Unless explicitly agreed to **in writing prior to the event**, Magnes staff will not assist with event logistics or facilitation during the event, including ticketing, guest check in, loading or unloading event supplies, or food service.

Art Displays, Exhibitions & Gallery Access

- Client must not block the view of artwork on display. This includes video installations, casework, hanging artwork, etc.
- Exhibition installations and/or repairs may be underway at any time during the year, necessitating the closure or restriction of access to certain areas, or sections of galleries. The Magnes may not know this schedule until near the time of the event. For this reason, The Magnes retains the right to restrict or change gallery access at any time. The Magnes will make reasonable efforts to accommodate Client’s gallery viewing request, however, space rental at The Magnes does not guarantee access to galleries.

Client's Representative

- Client must provide one person to act the point of contact for the day of the Event.

Pre-Event Walk-Through

A pre-event walk-through no later than two weeks (10 business days) prior to the event that includes the caterer, event planner(s), and other major subcontractors is required. All pre-event walk-throughs must be scheduled and conducted with the Facility Rentals and Events Manager.

Cleaning

- The Magnes requires a cleaning fee for any event with food service. This fee is outlined in the list of fees in the "Rental Spaces, Availability, and Fees" document. This fee covers the cost for Magnes Custodial Staff to service and clean restrooms, sweep and mop floors, remove trash from Auditorium and Lobby, and clean museum cabinetry and casework during event. Catering staff is responsible for bussing during event, and for cleaning staging and serving area (see details in section IV, "Catering").
- For events without food service, Client may choose to pay a cleaning fee for the same custodial service listed above, or they may pay a refundable cleaning deposit and clean up after the event themselves. A cleanup checklist will be provided to Client, and Magnes Staff will review the checklist with the client at the end of the event. If the facility is not left in a satisfactory condition, the cleaning deposit will not be refunded, and Client may be billed for extra cleaning charges.

Security

- The Magnes has security staff on duty at all times. The use of this security will be added to the rental fee. The Magnes will determine the type and number of security personnel required for each event. ***Client cannot adjust this number.***
- If there is a need for special security during the event (i.e., personal security, bodyguards, secret service, or law enforcement officers), a specific clearance must be obtained from The Magnes. The Magnes will make reasonable efforts to accommodate Client's specific needs, and reserves the right to bill Client for additional expenses should the request for services be beyond the usual standards.
- Security officers (including student security monitors) are provided for the safety of guests as well as for the safety of The Magnes property. Client shall not give instructions to the officers.
- If UCPD or Fire departments require on-site personnel for the event, then Client will pay all costs related to such requirement.
- Firearms, knives and other weapons are not permitted in The Magnes unless carried by a sworn on-duty law enforcement officer in uniform. Hired Security Officers not in uniform must be UNARMED.
- If a private citizen is licensed to carry a weapon or firearm in public, they shall not carry it into The Magnes property.

Emergencies/Police

- In all Emergencies call 911. For UCPD emergency call (510) 642-3333. An emergency evacuation plan will be made available prior to your event.
- In a non-emergency (24 Hours), call UCPD at (510) 642-6760

Animals

- Animals are not permitted on The Magnes property with the exception of guide dogs, signal dogs, or service dogs.

Compliance with University, City, State and Federal Regulations

- Client must comply with all applicable university, city, state and federal laws and regulations. Discrimination of any person or group of persons is not allowed.

III. INSURANCE

A Certificate of Insurance naming the “Regents of the University of California” as additional insured MUST be provided with the signed Facility Use Permit in order for Client’s event to take place. See “[Insurance for Non-Departmental Users of Campus Facilities](#)” for details. The Certificate should include:

1. Client or Client’s organization must be listed as the Insured.
2. The REGENTS OF THE UNIVERSITY OF CALIFORNIA must be listed as an Additional Insured.
3. The Insurer/Producer name and contact information must be on the Certificate.
4. The policy start and end date must encompass the date of your event.
5. The policy must include General Liability coverage of at least \$1,000,000.
6. If you are bringing a vehicle onto campus, the policy must include Automobile Liability coverage of at least \$1,000,000.
7. If you are bringing employees onto campus, the policy must include evidence of Workers’ Compensation coverage.
8. The Certificate of Insurance must provide 30 days’ advance written notice to the University of any modification, change, or cancellation of any component of the insurance coverage.

SUBCONTRACTOR’S INSURANCE

CLIENT shall ensure that its subcontractors (including caterers) are covered by insurance of the types required by this agreement, and that the amount of insurance for each subcontractor is appropriate for the subcontractor’s work. CLIENT shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

IV. CATERING

Client is recommended to select a caterer from The Magnes’ Approved Caterers list. The list is available from the Facility Rental and Events Manager. Vendors not found on this list are subject to prior approval by The Magnes, and additional fees may apply.

- Caterers must provide a Certificate of Insurance naming the “Regents of the University of California” and Client as additional insured, with the same coverage outlined in Section III, “Insurance,” above, at least one week before event date.
- The Magnes provides a limited staging area for caterers. The staging area contains a sink and counters. The staging area is specifically for the warming and final preparations of food and cleaning of necessary items. The cooking of food is not permitted in the staging area nor is any open flame. Caterers must provide a fire extinguisher at each food warming station. Use of propane, natural gas, or butane is prohibited. Caterers are required to adhere to all fire regulations.
- Upon prior approval by The Magnes (and with proof of Automobile insurance), caterers may use the Loading Dock area outside the building to warm their food. However, no open-flame cooking will be allowed. The use of any Sterno, electric warmers and steamers outside the Loading Dock area is forbidden.
- For safety reasons, bussing must be done throughout the event to avoid accumulation of foodstuffs, trash, and glasses, and the breakage, spillage or other hazards that might ensue. Bussing is forbidden through the Main Gallery. Caterers must consult with The Magnes staff to be shown the bussing path through the Warren Hellman Gallery. The caterer must be mindful of the cases and the glass panels in the Warren Hellman Gallery. Scratching or harming the cases and glass panels in any way will result in an insurance claim to the Client or the vendor.
Magnes custodial staff is not responsible for bussing.

- Food and beverages are not allowed in the Main Gallery, in the Warren Hellman Gallery, or in the Collection Study Room.
- The Lobby: Food stations must not block doorways or emergency exits. No food, drink, or service glassware, plates, or other utensils can be placed on either the permanent security and reception desk or on the mosaic wood counter that runs along the South wall.
- No preparation, storage, or bussing is permitted within gallery spaces and areas clearly marked KEEP CLEAR.
- The Magnes does not provide storage facilities to Clients or caterers.
- Catering staff is responsible for ensuring complete cleanup of the staging and serving area, which includes:
 - Clearing off and wiping down all of the counters
 - Spot cleaning large spills on floor
 - Removing all trash, compost, and recycling
 - Clearing out all leftover food and equipment
 - Clearing and cleaning out the sink
 - Replacing kitchen items (microwave, kettle, etc) that were moved for event setup

If the facility is not left in a satisfactory condition, you may be billed for extra cleaning charges.

- Caterers who do not comply with guidelines for the safe operation of equipment or satisfactory kitchen clean-up will lose the privilege to return to The Magnes for future events.
- Drinking of alcohol by catering staff on Magnes' premises is strictly prohibited.

Caterer's Certification

All caterers are required to have at least one employee on site at all times who has successfully passed an approved and accredited food safety certification examination. Proof of certification is the responsibility of the food handlers and should be kept on site in the event it must be produced for Health Services Officials. California Health and Safety Code (Article 1, Section 113716).

If alcohol is being served, Caterer must have the appropriate liquor license from the California Department of Alcoholic Beverage Control.

Food Requirements

- The menu should avoid drippy and saucy food such as fondue, salsa bars, egg salads, etc. Crumbly or flaky foods should also be avoided.
- Steam can set off fire alarms. Attention must be paid to steam escape from dim sum baskets or chafing dishes with steam-style inserts.
- Strong odors can permeate galleries and art. Please be mindful when planning menus.

Liquor/Beverage/Illegal Substances

- If alcohol is being served, then the Client or Client's agent must provide proof of liquor license and request an alcohol permit **at least six weeks** before the event from the UC Police Department (<https://ucpd.berkeley.edu/file/alcohol-permit-request-formpdf>).
- All bartenders and personnel serving or otherwise handling alcohol must be at least 21 years of age.
- Alcohol shall not be served to minors or to anyone who is visibly inebriated. Guests under 21 years of age are not permitted at an event where alcohol is being served unless accompanied by an adult. Client must put in place a process to check IDs at any event at which alcohol is served and which anticipates guests under 21 years of age.

- At any time, if Magnes staff deems alcohol consumption to be excessive, The Magnes has the authority to:
 - Close down all alcohol service;
 - Close down galleries to protect the art; and/or
 - Evict inebriated guests from Magnes Premises.
- Smoking is not permitted in any University building or within 25 feet of the building. Open flames or flammable materials are also strictly prohibited.
- The Magnes has a no tolerance policy for illegal substances. Any illegal drug activity will be reported to the University of California or City of Berkeley Police Department immediately and handled accordingly.

Décor and Signage

- No glitter, confetti, or balloons are allowed.
- Hanging signage is not allowed indoors or outdoors. All signage should be on a portable stand.
- Signage must not use The Magnes logo
- **No flowers, tree, or plant material of any kind** (fresh, dried, or otherwise preserved) is allowed anywhere in The Magnes.

Set-up and Break-down

- Setup and breakdown must occur at the agreed-upon times and must be done within the time frame of the rental agreement.
- Set-up in the Lobby and the Study Rooms will not be allowed when The Magnes is open to the public, unless otherwise approved by The Magnes.
- Client is responsible for all set-up and breakdown in The Magnes and for proper handling and storage of all equipment items brought into The Magnes. Any use of The Magnes' tables or chairs must be coordinated in advance and facilitated by The Magnes' Operations staff.
- Client and Caterer are responsible for removing all trash and debris from the premises. The Magnes' trash cans may not be used.
- Equipment, decor, tables, chairs, debris, or other materials may not remain on The Magnes' Premises overnight.
- Fire codes and regulations regarding exits and entrances must be adhered to. Doorways must not be obstructed nor emergency exit signs obscured.
- The Magnes will not be responsible for lost or stolen catering supplies, equipment or any other property.

V. VENDOR ARRIVALS AND MATERIALS

- The Magnes has a loading dock area that is accessible from Oxford Lane.
- Caterers, Vendors, Clients & Guests must make prior arrangements for parking in the loading area. Any vendor using The Magnes' parking spaces must provide proof of auto insurance naming UC Regents as additionally insured.
- Load-in and load-out must be completed by the agreed-upon times. All load-in and load-out activities must take place on the day of the event.
- Entry doors must be attended at all times during loading. At no time are doors to be propped open or left unattended.

Deliveries and Pick-Ups

- Client must make arrangements to be present to accept deliveries, and coordinate deliveries with The Magnes Events and Facilities Manager.
- Client must submit a complete vendor list and schedule of deliveries to the Facility Rental and Events Manager no later than two weeks (10 business days) prior to the event. Due to security requirements, deliveries and pick-ups not so listed may be turned away.
- Deliveries and pick-ups will not be accepted outside of scheduled times, nor will they be accepted by The Magnes staff.
- The Magnes staff will not assist in loading, unloading or carrying equipment. If approved by The Magnes, labor required or requested of its personnel will be charged to Client in addition to rental fees.

Storage

With prior arrangement, The Magnes may be able to store rented furniture in its loading dock on the day of the event only. No overnight storage is available for Clients or their subcontractors. No exceptions will be made.

The Magnes disclaims all responsibility for any and all items left on premises by either Client or its guests/agents. This disclaimer applies especially to, but is not limited to, goods and equipment items, which must be removed from the premises immediately following the conclusion of the event. Further, The Magnes shall not be liable to Client for the loss, damage or theft of any of Client's property, equipment or personal items located on the Premises during or after the scheduled event.

VII. INDEMNIFICATION

Client shall defend, indemnify and hold the Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Client, its officers, agents or employees.

VIII. TERMS AGREEMENT

I, the undersigned, certify that I have received and read and hereby agree to all the terms and conditions set forth in The Magnes Collection of Jewish Art and Life's Facility Rules of Use.

Signature _____ Date _____

Printed Name _____