



Rental of The Magnes Facility

Introduction

The Magnes Collection of Jewish Art and Life (“The Magnes”) has designated spaces that may be available by reservation for events. 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.

For all outside organizations, campus departments, and individuals (“The Client”) The Magnes will accept reservations no more than one year in advance and at least 30 days prior to the event. Reservations are not accepted within 30 days of event date. The Client may have only one tentative hold at The Magnes at a time. Facility use priority will be given to the scheduling of Magnes programs and activities. For a full list of space descriptions and rental rates, please see pages 8 and 9.

Event Logistics and General Facilities Use

Facility Request and Reservation Process

- If you would like to request space at The Magnes, please read and submit this contract. Submission of this document does not guarantee a reservation. Rental requests are processed in the order received.
- Some events also require submission of a [UCPD Special Events Security Assessment form](#). Magnes staff will notify you if your request requires this additional step.
- If The Magnes can accommodate your request, The Magnes will send you an invoice for 50% of the Facility Use Fee. The Facility Use Permit must be signed and returned to The Magnes with a Certificate of Insurance within 30 days of receipt. Note: Facility Use Fees are calculated based on available information at the time of reservation. If additional services (security, janitorial, etc.) are required, additional fees will apply.
- Reservations are not considered confirmed until this signed contract form, [Certificate of Insurance](#), and a nonrefundable 50% deposit have been received and processed by The Magnes. The Magnes will contact you in writing to confirm your reservation.
- Cancellations will be accepted via email with the appropriate contact at any time prior to an event. However, the remaining 50% of the full rental amount will be billed if cancellation occurs within 30 days of the event.

Invoices and Billing

A nonrefundable 50% deposit is due upon return of signed contract and [Certificate of Insurance](#). Invoices for balances due are generated within 30 days of the event date and sent via email. Checks must be payable to "UC Regents" and mailed to The Magnes. Final payment is due no later than 45 days after the event. Groups with outstanding balances past 45 days are not eligible to hold reservations, and the outstanding amount will be forwarded to UC's collection agency.

Client's Representative

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

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" on page 9. This fee covers the cost for UC Custodial Staff to service and clean restrooms, sweep and mop floors, remove trash from Auditorium and Lobby, and clean museum cabinetry and casework after the event. **Catering staff is responsible for bussing during event, and for cleaning staging and serving area.**

Security

- If there is a need for special security during the event (i.e., UCPD Security Patrol Officer, personal security, bodyguards, Secret Service, or law enforcement officers), special written permission must be obtained from The Magnes. The Magnes will make reasonable efforts to accommodate Client's specific needs and will bill Client for additional expenses.
- If UC Police Department or Fire Department 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.

Animals

- Animals are not permitted on The Magnes property except for service animals.

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.
- Client is responsible for accurately describing their event type and scale. The Magnes reserves the right to cancel an event if all pertinent details are not disclosed.
- No alterations, repairs, renovations, demolition, or improvements whatsoever shall be made within the Premises by Client, its employees, contractors, or agents.
- If any property of The Magnes is damaged or destroyed by Client or others because of Client's use and occupancy of the Premises the Magnes shall require the Client 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. Magnes staff will not assist with event logistics or facilitation during the event, including ticketing, guest check in, loading or unloading event supplies, tech support, 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 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 all galleries.

Insurance

A Certificate of Insurance naming the "Regents of the University of California" as additional insured **MUST** be provided for Client's event to take place. See "[Insurance for Non-Departmental Users of Campus Facilities](#)" for details. In summary the Certificate must include:

- Client or Client's organization must be listed as the Insured.
- The REGENTS OF THE UNIVERSITY OF CALIFORNIA must be listed as an Additional Insured.

- The Insurer/Producer name and contact information must be on the Certificate.
- The policy start and end date must encompass the date of your event.
- The policy must include General Liability coverage of at least \$1,000,000.
- If you are bringing a vehicle onto campus, the policy must include Automobile Liability coverage minimum of \$1,000,000.
- If you are bringing employees onto campus, the policy must include evidence of Workers' Compensation coverage.
- The Certificate of Insurance must be current with no pending changes.

Subcontractor's Insurance

Client shall ensure that its subcontractors (including caterers) are covered by insurance based on the criteria listed above and that the coverage 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.

Catering

- 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 above, at least one week before event date.
- Magnes 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 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. The use of any Sterno, deep fryers, electric warmers, and steamers 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.
- For fire safety reasons the Magnes Lobby cannot be used for serving food or drink.

- 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 counters
 - Cleaning 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 will 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 always have at least one employee on site 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.
- 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 all alcohol service
 - Close 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 UC 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 cut or potted flowers, potted plants, trees, 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.
- 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. Facility tables or chairs must be returned to their proper space after the event.
- Client and Caterer are responsible for removing all trash and debris from the premises.

- Equipment, decor, tables, chairs, debris, or other materials may not remain on the 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.

Vendor Arrivals and Materials

- 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 always attended during loading. At no time are doors to be propped open or left unattended.

Deliveries and Pick-Ups

- Client must arrange to be present to accept deliveries, and coordinate deliveries with the appropriate Magnes Staff.
- Client must submit a list of vendors and schedule of deliveries no later than two weeks (10 business days) prior to the event.
- 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.

Storage

With prior arrangement, The Magnes may be able to store rented furniture 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 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.

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.

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