



**WESTERN  
SCIENCE  
CENTER**

**Facilities Use  
Policies and Procedures**

**WESTERN SCIENCE CENTER  
2345 SEARL PARKWAY  
HEMET, CALIFORNIA 92543**

**FACILITIES USE  
POLICIES AND PROCEDURES**

**INTRODUCTION**

The Western Science Center (Western Center) encourages the use of its facilities to further its mission of education, research and as a museum destination. In supporting the mission, promoting outside use of the facilities assists the Western Center's commitment to introducing its exhibits and collections to new audiences in order to promote public awareness, membership and attendance growth. It is our policy that special events programs shall facilitate this commitment.

The Western Center will make designated spaces in the Western Science Center, classroom complex, and outside grounds available for reasonable private use by corporations, associations, institutions and organizations, both during and after public hours. The Western Center will enter into a Facilities Use Agreement with the corporate/private sponsor of the event, a Destination Management Company, an Event Planner or Meeting Planner, for the use of the facilities. These parties will herein be referred to as "User."

Events will not be allowed that, in the judgment of the Western Center, could disrupt or conflict with the primary use of the buildings at the Western Center. The Western Center 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. Events for minors (under 21 years of age) are coordinated and approved through the Events Department.

***DESCRIPTION OF FACILITIES***

A floor plan of the Western Center facilities is included in these policies and procedures.

**AVAILABILITY**

***RESERVATIONS***

Reserved dates are not considered preliminarily secured by User until the Western Center's Executive Director or designee 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 Western Center facility. If such deposit is not received within the fourteen (14) day period, the reservation will be released.

Users 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 Western Center retains the right to book concurrent events in non-reserved spaces. The Western Center will make every effort to avoid conflicts when there is more than one group on the premises at the same time.

### ***EVENT HOURS***

Normal hours for events at the Western Center are scheduled between eight (8) a.m. and ten (10) p.m. Events using the entire facility may be scheduled only after public hours unless special arrangements are made with the Executive Director or designee. A premium will apply to events that require the Western Center to close early to the public. Users may buy-out a full or partial screening in the theater before or after public hours. Availability must always be confirmed with the Events Department.

### ***HOLIDAYS***

Events held on holidays are subject to additional fees.

### ***EQUIPMENT***

60" round and classroom style tables and chairs are included in room rental charge. Podium, projectors, and other equipment will have an additional charge. Use of outside equipment is subject to Western Center's review and approval.

### **FEES**

The Western Center has established fees for use of its facilities. *Please check with the Events Department for current pricing of the rental facilities.*

- A 50% deposit or \$250 administrative fee, credited towards the total contribution/usage fee, is required within fourteen (14) days of receiving the signed Facilities Use Agreement.
- Total estimated fees and security deposit are due and payable twenty (20) working days prior to the event.

The event date is secured at the time of full payment. The event is subject to cancellation if full payment is not received at this time.

User Initiated Cancellation or Rescheduling - If User reschedules an event with less than 90 days notice, a 10% rescheduling fee will be added to the contract. User may cancel the event at any time upon payment to the Western Center the following cancellation fees:

<u>Time of Cancellation</u>	<u>Cancellation Fee</u>
More than 90 days prior to the scheduled date	10% of event usage fee
31 to 90 days prior to the scheduled date	40% of event usage fee
Less than 31 days prior to the scheduled date	90% of the event usage fee

Cancellation notice must be in writing and will be effective upon receipt by the Western Center.

### ***ADDITIONAL FEES***

Cancellation – If the event is cancelled the Western Center will return the deposit minus an administrative fee of \$25.00 and the cost of any work done by the Western Center on behalf of the caterer. The caterer agrees that any cost or loss from a cancellation that is contested can only be contested between the caterer and their client.

If the Western Center cancels an event, the deposit will be return to the responsible party. The Western Center is not responsible for any other costs related to the event. Any cost identified by the caterer related to the event is the responsibility of the caterer and or their client.

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 Western Center. User is fully responsible for damage to or loss of Western Center property, and will be billed accordingly.

### ***CANCELLATION OR RESCHEDULING***

An authorized official of the Western Center is empowered to cancel or reschedule the event at any time without liability for any reason beyond its control including but not limited to:

1. Fire or other calamity caused by nature.
2. Labor dispute.
3. Acts of governmental authorities, war or God.
4. Any other occurrences beyond the control of the Western Center

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

In the event of such rescheduling, event can be rescheduled within six (6) months. If a date cannot be agreed upon, deposit will be kept and event is considered cancelled.

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

The Western Center 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.

## **INVITATIONS AND PRINTED MATERIALS**

The Events Department must approve all event-related promotional materials mentioning the Western Center prior to printing or broadcast. This includes invitations, programs, signs, posters 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 such item must be provided to the Western Center for file.

User is permitted to use the Western Center's name and logo to announce the location of the event. The User cannot make claims that the Western Center is sponsoring or hosting the event unless a separate sponsorship agreement has been signed by the Western Center.

Announcements and advertisements that mention the Western Center are not permitted prior to signing the Facilities Use Agreement.

## **LOGISTICS**

### ***APPROVAL PROCESS***

All of the logistic plans must be reviewed and approved by the Western Center's Events Department.

Once the Facilities Use Agreement has been signed and a deposit is received, the Events Department will arrange an on-site event walk-through with the User, caterer and all subcontractors that will be involved in the event. Policies, procedures, equipment, set-up, production schedule and all other important details of the event will be discussed at this walk-through. If needed, a final walk-through will be scheduled no later than two weeks prior to the event.

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## ***SUB-CONTRACTED VENDORS AND SUPPLIERS***

User is responsible for ensuring that all subcontracted persons review and comply with Western Center Policies and Procedures as outlined herein.

## ***DÉCOR***

Western Center exhibits may not be moved for an event unless the Western Center has given prior permission. If permission is given, Western Center will be responsible for moving the exhibits. In some cases, an additional fee may be charged for this labor.

The User is responsible for removing all event equipment and décor from the premises immediately after the departure of the last guest from the facility at the conclusion of the event, unless special arrangements have been made through the Events Department. The Western Center 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 Western Center.

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 Events Department. It is the User's responsibility to provide labor to set up, maintain and remove all decor and signage. User or subcontractors must remove all décor/signage immediately following the event.

Cut Confetti, spray confetti, glitter, sequins, fake snow, rice, bird seed, asparagus ferns, plant berries, freshly cut flowers and branches, etc. (except as noted below), are not allowed. Helium balloons must be properly secured.

**Flowers must come from a licensed florist and must be certified pest free.**

All additional lighting, both inside and outside the Western Center, must be approved in advance by the Events Department.

All décor items must comply with local fire department regulations. Tea Light candles may be used with no more than 4 Tea Lights on each 60 inch round and/or 8 foot banquet tables. All votives must be fixed in a container that is at least twice the height of the votive. No other candles or open flames are allowed.

The Western Center must approve all equipment installation. The User must notify the Events Department if a technician's presence is required for the preliminary walk-through.

In order to promote the facility rental program, the Western Center reserves the right to photograph the facility during the setup and throughout the reception time. The Western Center will retain all copyrights for future use in promoting our Special Events program. Such images may be displayed on the Western Center's web site, the special events portfolio, and given to potential Users.

## ***MUSIC AND ENTERTAINMENT***

The selection of music, any speakers, performers, movies, programs, workshops and other entertainment for the event is subject to the Western Center's approval in advance to the event.

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 Western Center against any liability resulting from failure to do so.

## **CATERING**

### ***SELECTION OF CATERER***

User will be given a list of the Western Center's preferred caterers. A caterer may be chosen from this list or the User is free to choose his or her own caterer. The Events Department must approve all caterers not on the preferred catering list.

A caterer outside the Western Center's preferred caterers list must secure a certificate of insurance naming the Western Center as an additional insured and current health permit and business permit prior to the event. The Western Center must approve the menu, which has to be provided at least two weeks before the event.

### ***CATERING LOGISTICS***

Use of the loading/unloading areas and any area to be used as a prep kitchen must be approved by Events Department.

All cooking must be done outside of the buildings in an area designated by the Events Department and it is the caterer's responsibility to clean this area.

### ***FOOD***

The Western Center reserves the right to disallow foods that may cause permanent stains or restrict use of the facility for the general public or subsequent events. The Events Department must approve all menus and a final menu must be submitted at least two (2) weeks before the event. If the User fails to observe this rule, the Western Center has the right to deny the service of food items at the event.

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## ***LIQUOR/BEVERAGE***

All bar services selling and/or providing liquor must have the appropriate licenses and the firm providing the service must have the appropriate insurance naming the Western Center Community Foundation, the Western Center and staff as additional insured. Bar service, other vendors or providers may only be used with the approval of the Events Department of the Western Center.

## ***DUMPSTERS***

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

## ***SETUP AND BREAKDOWN***

Access for setup will be arranged at the discretion of the Western Center in consideration of its obligation to the general public and to safekeeping of the Western Center's building, facilities and exhibits.

The Western Center will not be responsible for any lost or stolen catering supplies, equipment or any other property of the caterer, subcontractor or User.

It is required for the caterer to do a final walk-through with a member of the Events Department to evaluate the condition of the rented area before they depart from the building.

## ***CLEANUP***

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

## **LOAD-IN AND LOAD-OUT**

### ***ACCESS***

Load-in and load-out are to be done at the times agreed upon 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. The Western Center does not accept deliveries on behalf of Users.

The access for load-in is located at the parking lot and vehicles cannot be left unattended or parked under any circumstances. Vehicles must have commercial plates in order to use the yellow loading zone.



## ***STORAGE***

The Western Center has no storage areas for events. Therefore, all deliveries and pick-ups must take place on the event date.

## ***PARKING***

Use of the Western Center's parking lot is permitted for museum use and special event parking use as per agreement only. If the parking lot is needed for any special activity, setup or unusual hours, the Western Center must be notified in advance and approved. It is the User's responsibility to secure all the necessary permits and copies of all such permits must be submitted to the Western Center.

## ***DELIVERIES AND PICK-UPS***

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

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

## ***CLEAN-UP, MAINTENANCE AND DAMAGE***

User is responsible for leaving the Western Center premises in the same condition as found. No equipment, décor, tables, chairs, debris or other materials may remain on site overnight after the event.

## **GENERAL POLICIES**

### ***EXHIBIT AREAS***

Exhibition installations may be under way many times during the year necessitating the closure or restriction of access to certain locations in the facility. The Western Center may not know this schedule until near the time of the event. For this reason, the Western Center retains the right to restrict or change facility access at any time. The Western Center will make every effort to accommodate User's facility requests. Some attractions are subject to availability and closure at any time.

### ***PRESS***

Any press coverage or other related activities must be coordinated with the Western Center's Events Department and are subject to the Western Center's approval.

## ***SECURITY***

The Western Center will determine the number of security personnel required for each event. All security personnel will be hired by the Western Center. The Western Center will provide general security in all public areas during an event; this is not considered to be event security. Event security can be provided at the current hourly billing rate with a four hour minimum. If entrance security is needed for checking invitations, identifications or any type of security check, additional 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 Western Center facilities have been designated non-smoking. Smoking is allowed on designated areas only.

## ***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 COMPLIANT***

After setup, at least one entrance and exit to the event space(s) must remain ADA compliant.

## ***MINORS***

Events involving minors require adult chaperones, not less than one adult per every ten (10) minors. Each chaperone shall be present at all times during the event. Upon request, names of chaperones shall be furnished to the Western Center in writing prior to the event.

## **INSURANCE**

### ***LIABILITY INSURANCE***

Users 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 Western Center space, liability and property damage insurance for protection against all liabilities related to the use or occupancy of the space, and operations incidental thereto, with a minimum combined single limit of liability of not less than \$1,000,000 per occurrence combined single limit.

The liability insurance shall consist of:

- 1) Commercial general liability insurance which must include but not be limited to contractual liability, broad 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:

- 1) Be issued by insurance companies approved to do business in the State of California having a financial rating of not less than A-VII as rated in the most recent edition of Best's Insurance Report.
- 2) Stipulate User's and their subcontractors', vendors', suppliers' and caterers' commercial general liability insurance as primary insurance to and without right of contribution from similar insurance carried by the Western Center. User's insurance must include a Waiver of Subrogation.
- 3) Contain an endorsement requiring thirty (30) days written notice by the insurance company to the Western Center before canceling, non-renewing or changing coverage, scope or amount of any policy.
- 4) Name **Western Center Community Foundation and Metropolitan Water District of Southern California** as additional insured. The insurance required shall be evidenced by a certificate of insurance as set forth under the Facilities Use Agreement, and shall reflect Western Center Community Foundation 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 Western Center thirty (30) days prior to the date of use.
- 5) Stipulate User's agreement to assume all responsibility for any injury to persons attending event or loss of their property. User also agrees to assume responsibility for damage or theft to the museum and its exhibits or other contents by anyone attending said event, to the extent that any such occurrence is not caused by negligence, recklessness or willful conduct of Western Center staff.

#### ***WORKERS' COMPENSATION INSURANCE***

User and Caterer shall maintain evidence by certificate of workers' 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 Western Center thirty (30) days prior to the date of use, and B) stipulate the insurer will give the Western Center thirty (30) days written notice of cancellation or non-renewal of coverage.

#### ***CATERER'S COVERAGE***

Caterers are also required to provide certificates of insurance evidencing general liability and in the amount of \$1,000,000, product liability and workers' compensation coverage. Such evidence must be submitted by User to the Western Center thirty (30) days prior to the date of use.

# Western Center Event/Facility Use Agreement

## Part 1

This Facilities Use Agreement (“Agreement”) is entered by and between User (identity indicated below) and the Western Science Center (Western Center) with reference to the following:

- A. User desires to use and occupy the Western Center as set forth below.
- B. The Western Science Center 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 Western Center 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 the Western Center agree as follows:

1. **Payment.** User agrees to pay the Western Center all fees in the amount and at the times required in the Policies and Procedures.
2. **Indemnification.** User agrees to indemnify and hold the Western Center Community Foundation, Western Center 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 Western Center by User, to injury to any person whatsoever happening on, in or about, or in connection with the Western Center while any facility 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 Western Center, its officers, board members and employees. This Agreement is entered into on express condition that the Western Center, 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 Western Center 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 notice, the Western Center shall be entitled at its sole discretion either to defend or settle such claim, action or proceeding. The Western Center 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 Western Center 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 Western Center during User’s use or occupancy of the Western Center from any cause and hereby releases the Western Center and waives all claims against the Western Center for damages 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 Western Center.

4. **Certificates of Insurance.** User shall, at no cost to the Western Center, provide the Western Center, no later than thirty (30) days before the event, with a certificate of insurance naming the Western Center as an additional insured and evidencing public liability, property damage and personal injury 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 Caterers are involved in User's use of the Western Center, 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 attachments, 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 Western Center agrees to furnish the Western Center's facilities and User engages the same as per the attached Event/Facility Usage Agreement:

By: \_\_\_\_\_  
*Western Science Center*

By: \_\_\_\_\_  
*User Signature*

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
*Please Print*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 2345 Searl Parkway  
 Hemet, California 92543

\_\_\_\_\_  
 Name of Company or Organization

Date of Event: \_\_\_\_\_

*Please return to  
 Western Science Center  
 Events Department  
 2345 Searl Parkway ♦ California ♦ 92543 ♦ Phone 951-791-0033 ♦ Fax 951-791-0032*

**Western Science Center  
Event/Facility Use Agreement  
Part 2**

This agreement is made between the Western Science Center, a California non-profit public benefit corporation (Western Center) and the individual(s), organization(s) or entity(ies) named below (User). Pursuant to this agreement Western Center grants the User the right to utilize the area(s) specified below (Event Areas) and to conduct or hold the event described below (Event).

**1 USER**

Contact Name:

On Site Contact Name:

Address:

Phone Number(s)

Email Address:

**2 EVENT**

Date of Event:

Number of Guests:

Start Time:

End Time

Break down time:

**Type of Event:**

Name of Caterer:

Address of Caterer:

Phone number(s) of Caterer:

Cell #:

3 **FEES**

Other Fees:

**MWD Fee:**

Security Fee:

Labor Fee:

Other:

Other:

Other:

Total Other Fees:

Subtotal:

Sales Tax:

**Total Estimated Charges:**

4 **PAYMENTS AND DEPOSITS**

50% down Deposit:

Date of Payment:

Refundable Security Deposit due

Date of Payment:

Other Fees:

Balance of:

Due Date:

Payment Options:       Check     Visa     Master Card     Cash

Credit Card #:

Expiration Date:

Security Code:

Please make checks payable to : Western Science Center

5 **INSURANCE**

User is responsible for procuring comprehensive general liability insurance for the event as specified in the Policies and Procedures.

Source of Insurance:

Homeowners Policy

Company:

Special Events Policy

Company:

Other

Western Center and User have executed this Agreement on the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Western Center:

User:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Sample