



DIGITAL GYM CINEMA FACILITY RENTAL AGREEMENT

1. Responsible Party: Lindsay Bauman
Organization: San Diego Environmental Film Festival (SDEFF)
Address: 11011 N. Torrey Pines Rd., Unit 200
City: La Jolla Zip: 92037
Phone: 858-252-9771 Email: team@sdeff.org

2. Purpose of Rental: Private Screening

3. Space(s) Rented:

- Cinema
Lobby

4. Date(s)/Time of Use:

Day/Date: FRIDAY NOVEMBER 17, 2023 Time: 6:00PM to 10:00PM

5. Additional Needs: Price includes the use of our lobby and one (1) dedicated projectionist

6. Total Rental Fee: \$ 500.00\* \* SPECIAL NON-PROFIT RATE

Security Deposit (50% of Total Rental Fee): \$ 250.00 Date Paid: Initial(s):

Remaining Fee (Balance): \$ 250.00 Date Paid: Initial(s):

The undersigned agrees to the terms and conditions set forth in the attached Theatre Rental Policy.

Signature: Lindsay Bauman Name: Lindsay Bauman Date: 7/14/2023

## FACILITY RENTAL POLICY

### ***Rental Fees & Reservations:***

- A deposit equal to 50% of the total rental fee is required for use of the facility.
- The remainder of the rental fee is due the day of the event, prior to event start time. The deposit and rental fee may be paid by cash, check, or credit card. A \$30.00 insufficient funds fee will be applied to all transactions that do not clear the bank.
- Dates for an event will not be reserved without the appropriate security deposit. The deposit is non-refundable, unless the event is cancelled more than 14 days prior to the event and notified by the Media Arts Center San Diego
- All rentals require a credit card and valid id on file when renting out space. Credit cards will not be charged for rental fee unless requested by the renter. By signing this contract, renter agrees credit card can be charged in the case of any damage, theft, extra fees, etc. that might take place in space at time of rental.

### ***Insurance:***

- Lessee shall provide, maintain, and pay all premiums for general liability insurance (minimum of \$2,000,000 per occurrence), naming Media Art Center San Diego, (Digital Gym Cinema) and University California San Diego as an additional insured.
- Lessee's certificate of insurance must be on file with the Lessor prior to the event.

### ***Decorating and Cleaning***

- Decorating and setup cannot interfere with theatre show times or other scheduled events. Time to set up or decorate will be granted as time allows. Please consult with theatre management before the day of your event to coordinate or arrange time for decorating.
- NOTHING may be taped, tacked, or otherwise attached to walls. In the event that decorative supplies are attached to the wall and damage is caused, an invoice will be submitted to your organisation to cover the costs.
- It is the responsibility of the Renter to clean after their event. Cleaning must be completed within 1 hour of reserved events without exception. A clean-up Checklist must be completed and returned to the Digital Gym Cinema in order to avoid fees for cleaning.
- If an excessive amount of trash is anticipated or results, there will be an additional charge for garbage removal.

***Maximum Occupancy:***

- The Digital Gym Cinema capacity is 58 patrons.

***Food:***

- Renter may bring in outside food with prior permission to do so. Please consult with theatre management before the day of your event to arrange for the setup of tables and food areas for your event.

***Alcohol:***

- Alcohol (**Beer & Wine only**) may be purchased at our concession stand. Everyone is subject to a proper ID check and must remain in the designated area during consumption. Any outside alcohol is prohibited unless prior arrangement is made with management and must follow all restrictions of our alcohol licensing. Proof of licensing will be required no less than 7 days prior to your event, and proper identification measures must be accounted for by the Renter.

***Film Licensing:***

- Any films screened in the theatre must be properly licensed by the Renter, and Renter accepts all liabilities related to film licensing at their events.

***Outdoor areas:***

- Our outdoor courtyard is managed by our property management company. A separate application must be submitted to use this space. Please let us know if you are interested in using the courtyard 2 weeks prior to your event date so we can connect you with our property management company. Additional fees may be incurred.

***Removal of Property:***

- Renter must remove all items brought into the Digital Gym Cinema unless arrangements have been made with theatre management and Renter has paid the storage fee of \$25-\$150, depending on the size and number of items to be stored. Property not collected within 10 days will be disposed of as necessary.

***Photograph Usage:***

- The Digital Gym Cinema photographs rental events. The renter agrees that the Digital Gym Cinema may reproduce, publish, exhibit, and otherwise use the images captured at the rental event. The Digital Gym Cinema will not permit, participate, or assist in any commercial use or sale of images from rental events outside the provisions outlined above in which recognizable persons are pictures without specific consent of the renter or the persons in the images.

### ***Parking:***

- The Digital Gym Cinema uses the allotted UCSD Parking spots that are managed by Ace Parking with parking fees per hour/day. (Entrance to the parking garage is on 11th Ave.) Please connect with Cinema Manager about the availability of the parking garage as it is currently undergoing updates.

Please check with the parking attendant or parking kiosk for established rates. Please take the elevator from the garage to the 2nd floor to enter our lobby.

Digital Gym Cinema recommends street or metered parking or the trolley for your convenience. Please use the street entrance on “G” street (next to the Merian) to the amphitheatre court and make your way up the stairs or ramp to the second level where our theatre entrance is located

### ***Animals:***

- With the exception of service animals, **animals are prohibited** in the Digital Gym Cinema or lobby.

### ***Publicity for Rental Events:***

- Unless otherwise stated, if the renter advertises for the rental event, publicity materials must not state or imply that the event is being produced by Media Arts Center San Diego’s Digital Gym CINEMA. The renter agrees to identify the venue in all advertising and promotion as “Digital Gym CINEMA Park & Market”. Under no circumstances should publicity for a rental event include the Digital Gym Cinema’s phone numbers unless the renter has paid an additional fee for box office and ticketing support.

### ***Technical Needs:***

- The renter must specify all technical needs at least two weeks prior to the event. Any additional needs will be met at the discretion of the Digital Gym Cinema staff and will incur additional charges.

### ***Operation of Technical Equipment:***

- Only Digital Gym Cinema staff is allowed to operate technical equipment, including projection equipment, lighting equipment and sound equipment. Access to the Tech Booth in the Digital Gym Cinema will be granted to the renter at the discretion of theatre staff.

***End of Rental:***

- Renter is required to have fully vacated the facility (including breakdown and cleanup) by no later than the grace period of 15 minutes past the scheduled end of the rental, unless otherwise discussed. Additional time will be charged at the rate of \$50 per half hour.

- Additional setup time: \_\_\_\_\_
- Additional breakdown time: \_\_\_\_\_

**RESPONSIBILITIES:**

(Please initial each line)

LB The user, organisation, or group renting the theatre is responsible for clean-up of the premises. Supervisors of the event are responsible for notifying all assistants and participants concerning rules and guidelines that must be followed.

LB No tobacco products are allowed.

LB No open flames or incense are allowed.

LB The theatre assumes no liability for injury or accidents that occur during the event, whether inside or outside the building. Any injuries or accidents must be reported to theatre management immediately.

LB The renter assumes all financial responsibility for damage to the facility incurred by the renting party. Any damage must be reported immediately to management.

LB The Digital Gym Cinema will not be responsible for any lost or stolen items.

LB Renter is required to have fully vacated the facility (including breakdown and cleanup) by no later than the grace period of 15 minutes past the scheduled end of the rental. Additional time will be charged at the rate of \$50 per half hour.

CLEAN UP CHECKLIST

This checklist has been provided for use in proper clean up. Failure to complete this clean-up checklist will result in forfeiture of the security deposit.

\_\_\_All tables and chairs cleared of decoration and food

\_\_\_All equipment used to prepare or serve food and drinks was removed. Catering area is clean and disinfected.

\_\_\_All dishes, glasses, and cutlery are removed.

\_\_\_Any garbage must be gathered by renter and bagged. Garbage bags will be provided. Digital Gym Cinema will dispose of garbage.

Internal Use Only:

Payment Method: CC    Type: \_\_\_\_\_ Check    Check Number: \_\_\_\_\_