RENTAL AGREEMENT

This Rental Agreement, ("Agreement") is made as of ______________, 20__, between The Scripps Research Institute ("TSRI"), a California non-profit, public benefit corporation, located at 10550 N. Torrey Pines Road, La Jolla, CA 92037 and the undersigned Renter ("Renter"), which agree as follows:

RECITALS

A. From time to time, TSRI permits the Auditorium at TSRI ("Auditorium") located at 10640 John J. Hopkins Drive, San Diego, CA 92121 to be rented for the presentation of performing arts programs, programs presented by organizations whose missions focus on the aesthetic arts, certain scientific lectures and symposia, and other uses as determined by TSRI.

B. The Renter desires to rent the Auditorium for the purpose(s) and at the time(s) and date(s) listed on Exhibit "A" attached hereto on the following terms and conditions.

C. Renter shall direct questions relating to the Agreement to theater@scripps.edu.

D. TSRI desires to permit the Auditorium to be rented by the Renter for the purpose(s) and at the time(s) and date(s) listed on Exhibit "A" attached hereto on the following terms and conditions.

AGREEMENT

In consideration of the foregoing and the mutual promises herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

\[ User Initials ______

1
1. **Use of Auditorium:** Renter shall be permitted to use the Auditorium for the purpose(s) and at the time(s) and date(s) listed on Exhibit "A" attached hereto and incorporated herein. No other use by Renter shall be permitted, nor shall Renter use the Auditorium at any date or time other than the time(s) and date(s) listed on Exhibit "A" attached hereto. Renter shall abide by any rules and regulations of TSRI concerning the use of the Auditorium, attached hereto as Exhibit “B.” If Renter fails to abide by such rules and regulations of TSRI or fails to comply with any of the other obligations of Renter under this Agreement, TSRI shall have the right, without limiting any of TSRI's other rights and remedies, to terminate this Agreement by giving written notice of such termination to Renter at any address for Renter that Renter has provided to TSRI, such termination to be effective on the date specified in such notice. Note: Renter shall not hire mobile food trucks to provide food services for any events under this Agreement.

2. **Renter to Provide Maintenance and Other Services:** TSRI will provide only basic housekeeping services in the auditorium, including trash removal and bathroom clean-up, after the scheduled event(s). Renter shall provide any and all security, and other services and personnel reasonably necessary and desirable to operate the Auditorium for the use and at the time(s) and date(s) permitted by this Agreement. Renter shall be responsible for and shall promptly pay all costs and expenses incurred or arising from the use of the Auditorium by the Renter.

3. **Rental Fees and Additional Charges:** Upon the execution hereof, Renter shall pay to TSRI the sum of (a) $250 (“Security Deposit”), per event, (Note: The $250.00 per event deposit shall roll over to any subsequent events (if applicable), but at no time can the deposit be less than $250.00 if part of the original deposit was used to offset any expenses, i.e. funds used for cleaning etc., at which time Renter shall replenish the Security Deposit to the $250.00 level) subject to the terms of Paragraph 14 herein, and (b) the full amount of the Rental Fee for each event as set out in Exhibit “C” attached hereto and incorporated herein (“Rental Fee”).

Note: Unless the Renter submits in writing to TSRI that they do not intend to rent the Auditorium in future years, and would like the Security Deposit refunded, TSRI shall retain the $250.00 Security Deposit on file. Renter shall submit the notice, complete with name and address for refund, to theater@scripps.edu.

User Initials _______
4. **Insurance:** Renter shall submit Insurance Certificates, valid, current to date of event(s), pursuant to this Section no later than ten (10) days after Renter is notified that their request for their reserved date has been approved for use of the Auditorium, evidencing the coverages required and providing that such coverage shall not be cancelled or amended or its coverage reduced. If the insurance certificate is not provided as required, TSRI reserves the right, in its unfettered discretion to terminate this Agreement.

**Submit to:**
The Scripps Research Institute  
Attention: Procurement Services, TPC-13  
10550 North Torrey Pines Road  
La Jolla, CA 92037

A. **Insurance Policies:** During the use of the Auditorium by Renter and for a period of three (3) years thereafter (and whenever Renter’s employees and agents are at TSRI’s facilities), Renter shall, at its own expense, procure and maintain in full force and effect the following types of insurance, which shall be reasonably satisfactory to TSRI:

i. **Worker’s Compensation**
Worker’s Compensation Insurance in the amount required by applicable state law, and Employer’s Liability Insurance with limits of no less than One Million Dollars ($1,000,000.00). TSRI shall not be deemed to be the employer of any of Renter’s employees or subcontractors even if Renter’s employees or subcontractors perform any work on TSRI’s premises. Renter shall also procure and maintain an Alternate Employer Endorsement that requires, among other things, Renter’s Worker’s Compensation carrier to reimburse TSRI’s Worker’s Compensation carrier for any Worker’s Compensation claims paid out by TSRI’s carrier to any of Renter’s employees or subcontractors.

User Initials ______
ii. Commercial General Liability
Commercial General Liability Insurance covering product liability, premises-operations, products and completed operations, personal injury, advertising injury, contractual liability including Renter’s indemnity and other obligations under this Agreement, broad form property damage, fire legal liability and with no exclusion for loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU” hazards, in an amount no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the annual aggregate.

iii. Automobile
Business Automobile Insurance covering claims and damages for bodily injury, death and property damage arising out of the ownership, maintenance or use of any owned, rented and non-owned vehicles used in connection with this Agreement, in an amount no less than One Million Dollars ($1,000,000.00) per occurrence.

ix. Liquor Liability
Renter or its subcontractor shall provide Liquor Liability Insurance coverage for liquor related losses covering premises-operations, independent contractors, personal injury, property damage, contractual liability including Renter’s indemnity and other obligations under this Agreement, in an amount no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the annual aggregate.

B. Additional Insurance: If at any time after this Agreement is executed, TSRI’s lenders, lessors or insurance carriers require that the insurance requirements set forth herein be modified, Renter agrees to enter into suitable modifications of this Agreement and procure the additional insurance requirements provided that TSRI bears any additional costs reasonably occasioned thereby. The insurance requirements set forth in
this Section may be met by a combination of primary and umbrella insurance policies. Renter’s failure to obtain and maintain any insurance required by this Agreement shall constitute a material breach of this Agreement.

C. Other Requirements: Renter’s insurance coverage’s shall be issued by insurance companies licensed to transact insurance business in California and shall have an “A” or better rating according to Best’s Insurance reports. TSRI and its parent, subsidiaries and affiliated entities and their respective trustees, directors, officers, employees, agents, representatives, successors and assigns (“Representatives”) shall be named as “additional insureds” on Renter’s commercial general liability insurance policy. Renter’s insurance coverages hereunder shall be primary and not contributory to any insurance carried by TSRI. Renter shall also provide TSRI with at least thirty (30) days’ prior written notice regarding the cancellation, non-renewal or any material change in Renter’s insurance coverages. The insurance coverage amounts specified herein or the maintenance of such insurance policies shall not in any way limit Renter’s liability under this Agreement.

D. Waiver of Subrogation: Supplier hereby waives, on behalf of itself and its insurance carriers, any and all claims and rights of recovery against TSRI and Representatives including without limitation any rights of subrogation, with respect to either party’s performance under this Agreement or for any loss of or damage to Renter, including without limitation personal injury, death or damage to its property or the property of others. Renter’s commercial general liability insurance policy shall also include a waiver of subrogation consistent with this Section. Renter is responsible for obtaining such waivers from its insurance carriers. Renter shall submit Insurance Certificates no later than ten (10) days prior to the date on which renter commences use of the Auditorium and at other times upon TSRI’s request. Renter shall deliver to TSRI copies of its insurance certificates and all such endorsements and waivers that comply with this Section.

5. Indemnity: Renter hereby indemnifies, defends (by counsel reasonably acceptable to TSRI) and holds harmless TSRI, any parent, subsidiary or other affiliated
entity of TSRI, and their respective directors, trustees, officers, employees, agents, students, successors, assigns and other representatives ("Indemnitees") against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant’s fees, and other costs, incurred by or asserted against Indemnitees, whether or not a lawsuit or other proceeding is filed ("Claim"), that arise out of or relate to: (i) the use of the Auditorium or surrounding area by Renter or any person or entity operating at or using the Auditorium or the surrounding area with the permission of or in connection with the Renter; (ii) any activity, work, permitted or suffered by the Renter or any person or entity operating at or using the Auditorium or the surrounding area with the permission of or in connection with Renter; (iii) any breach or default by Renter, its subcontractors, actors, agents, or representatives, or anyone acting under the direction or permission of Renter, in the performance of any provision of this Rental Agreement or any rules or regulations promulgated by TSRI for the use of the Auditorium; (iv) any personal injuries, death or property damages caused by and/or incurred by Renter, any of its subcontractors, volunteers, invitees, guests, patrons, ticket holders, participants, actors, performers, agents or representatives while using the Auditorium or the surrounding area or when any of the above referenced individuals or entities are present at the Auditorium or the surrounding area; (v) Renter's negligent or willful acts or omissions; (vi) any actions or inactions of Renter’s subcontractors, volunteers, invitees, guests, patrons, ticket holders, participants, actors, performers, agents or representatives, if any, who may be used with respect to using the Auditorium or surrounding area; (vii) Renter’s failure to comply with applicable laws, rules, ordinances, or regulations; and/or (viii) any liens, security interests, assessments or other encumbrances levied against TSRI or TSRI’s facilities with respect to using the Auditorium or surrounding area by Renter, or any of its subcontractors, volunteers, invitees, participants, actors, performers, guests, patrons, ticket holders, agents or representatives. Notwithstanding the above, TSRI shall have the right, at its own expense, to retain separate independent counsel to assist in defending any such Claims. Renter shall not enter into any settlement of such Claims that imposes any obligation on TSRI, that does not unconditionally release TSRI from all liability or that would have an adverse effect on TSRI’s reputation or business without TSRI’s prior written consent. In the event Renter fails to promptly indemnify and defend such claims and/or pay Indemnitees' expenses as
provided above, Indemnitees shall have the right to defend themselves, and in that case, Renter shall reimburse Indemnitees for all of their reasonable attorney's fees, costs and damages incurred in settling or defending such Claims within thirty (30) days of each of Indemnitees' written requests. This indemnity shall be a direct payment obligation and not merely a reimbursement obligation of Renter to TSRI. Renter, as a material part of the consideration hereunder, hereby assumes all risk of personal injury, death or property damages caused or incurred by Renter or any person or entity operating at, using or present at the Auditorium or the surrounding area with the permission of or in connection with the Renter.

6. **Termination/Cancellation:** TSRI has the right to terminate this Agreement, in whole or in part, for cause, by providing written notice to Renter specifying the effective date of termination (“Notice of Termination”). Should Renter be in material breach of any article of this Agreement, TSRI may terminate the Agreement immediately without prior notice. Note: Should TSRI cancel the use of the Auditorium for breach by Renter, there shall be no refunds by TSRI to Renter for the related event. If TSRI cancels the Agreement for other than breach by Renter, TSRI shall refund the Security Deposit and Rental Fee(s) to Renter within a thirty (30) day period. In the event of any cancellation by TSRI, TSRI shall have no further liability or obligations to Renter other than those set forth herein.

Renter may cancel a scheduled event by giving written notice to TSRI. Renter shall forfeit one-half (50%) of the Security Deposit and Rental Fee for cancellation notices given more than sixty (60) days prior to the scheduled event. Renter shall forfeit the entire Security Deposit and Rental Fee for cancellation notices given sixty (60) days or less prior to the scheduled event. Renter will forfeit the entire Security Deposit and Rental Fee for cancellations without written notice, regardless of when notice is given.

7. **Subcontractors:** To the extent Renter uses any subcontractors in connection with this Agreement, those subcontractors must comply with all of the terms and conditions of this Agreement. Renter shall be solely responsible for all of the acts or omissions of its subcontractors. TSRI shall not be deemed to be an employer of any of Renter’s employees or 

User Initials _______
subcontractors even if Renter’s employees or subcontractors perform any work on TSRI’s premises.

8. **Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, and the stricken provision shall be revised in a manner that best reflects the original intent of the parties.

9. **Waiver:** The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such breach or of a subsequent breach of such provision unless such waiver is in writing and signed by the waiving party.

10. **Publicity:** Renter shall not use, for any purpose, the name or logos of TSRI without TSRI’s prior written consent. Notwithstanding the above, Renter shall be permitted to refer to “The Auditorium at TSRI” solely for the purpose of advertising its event(s) at TSRI.

11. **Attorney’s Fees:** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney’s fees and costs incurred, including expert witness fees, in addition to any other relief to which it is entitled.

12. **Survival:** The sections entitled Indemnity, Survival, Insurance, Attorney Fees, Governing Law, Severability, Publicity, Waiver, Responsibilities, Warranty Disclaimer and Liability shall survive the termination or expiration of this Agreement. The termination or expiration of this Agreement shall not relieve either party of any of its obligations hereunder that accrued prior to such termination or expiration.

13. **Governing Law:** This Agreement shall be interpreted and enforced according to the laws of the State of California without application of its conflicts or choice of law rules. Renter and TSRI irrevocably submit to the exclusive jurisdiction and venue of the State and
Federal Courts located in San Diego County, California, for any action or proceeding regarding this Agreement, and both parties waive any right to object to or contest such exclusive jurisdiction or venue.

14. **No Assignment:** Renter shall not be permitted to assign, sublet, or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of TSRI, which TSRI may withhold in its complete discretion. Any assignment without the prior written consent of TSRI shall be void *ab initio*.

15. **Security:** Renter has deposited with TSRI a Security Deposit as security for the performance by Renter of its obligations under this Agreement. TSRI shall not be required to keep the Security Deposit separate from its general funds, and Renter shall not be entitled to interest on the Security Deposit. The portion of the Security Deposit, if any, that is not applied by TSRI as described below shall be returned to Renter within thirty (30) days after expiration of this Agreement.

TSRI may apply all or any part of the Security Deposit to the payment of any sums due hereunder from Renter not paid when due, to the repair of damage to Auditorium or any surrounding premises, or to the payment of any other amount which TSRI or its agents may spend or become obligated to spend for any loss or damage which any of them may suffer by reason of any breach by Renter in the performance of its obligations under this Agreement.

16. **Liability:** In no event shall the liability of TSRI for any damage arising from performance of this Agreement exceed the Rental Fees paid by Renter.

17. **Equal Employment Opportunities for Workers with Disabilities:** The Scripps Research Institute ("TSRI") is an equal opportunity employer and Federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a) Executive Order 11246, as amended, 41 CFR 60-300.5(a), 41 CFR 60-741.5(a) and for construction contractors 41 CFR 60-4.3(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified
individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender identity, sexual orientation, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. Your acceptance of this Purchase Order and/or Agreement is acknowledgement of your compliance of the Equal Employment Opportunities For Workers with Disabilities set forth herein.

18. Entire Agreement: This Agreement and all attached Exhibits constitutes the entire agreement between TSRI and Renter regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements of the parties, whether written or oral, regarding this subject matter. This Agreement shall only be modified, as mutually agreed upon, by a writing signed by both parties.

19. Responsibilities: Renter agrees that if TSRI determines, in its sole discretion, that Renter’s activities at or around TSRI’s premises have in any way caused or resulted in any damages or losses to TSRI’s Auditorium and/or to any of TSRI’s surrounding area, upon TSRI’s written request, Renter shall pay to TSRI, within fifteen (15) days of TSRI’s request, the amount of all costs, charges, damages and other losses incurred by TSRI (including without limitation such costs to have TSRI’s personnel and/or outside third parties effect any repairs, etc.) to repair, replace or otherwise correct such damages or losses. TSRI will provide to Renter a reasonable description of the amounts and nature of such repairs and corrections.

REGULATIONS, OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS; THE PROXIMITY OF THE ADJACENT PARKING LOTS TO AIRCRAFT FLYING OVERHEAD FROM MARINE CORPS AIR STATION MIRAMAR; THE TRANSPORTATION BY RENTER OF ANY GUESTS, PATRONS, TICKET HOLDERS OR ANY OTHER PARTIES TO TSRI’S PREMISES; THE STORAGE OF ANY OF THE EQUIPMENT AND SUPPLIES, PROPS, COSTUMES, OR ANY OTHER MATERIALS FOR RENTER’S PRACTICES OR PERFORMANCES ON TSRI’S PREMISES; OR ANY OTHER MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TSRI HAS MADE NO INVESTIGATION AND MAKES NO WARRANTY OR REPRESENTATION THAT THE AUDITORIUM, THE ADJACENT PARKING LOTS OR THE SURROUNDING AREA ARE SUITABLE FOR RENTER’S PERFORMANCES, PRACTICES OR OTHER PURPOSES.

IN NO EVENT SHALL TSRI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR EXPENSES THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE ACTIVITIES CONTEMPLATED HEREUNDER OR OTHERWISE. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL CLAIMS AND ACTIONS OF ANY KIND AND ON ANY THEORY OF LIABILITY, AND REGARDLESS OF WHETHER TSRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES FURTHER AGREE THAT EACH WARRANTY DISCLAIMER, EXCLUSION OF DAMAGES OR OTHER LIMITATION OF LIABILITY HEREIN IS INTENDED TO BE SEVERABLE AND INDEPENDENT OF THE OTHER PROVISIONS BECAUSE THEY EACH REPRESENT SEPARATE ELEMENTS OF RISK ALLOCATION BETWEEN THE PARTIES.
EXHIBIT "A"

1. PERMITTED USE(S)
   [Define the use of the auditorium and immediately surrounding areas for
   rehearsals and performances.]

2. DATE(S) AND TIME(S) OF PERMITTED USE

   DATE(S):

   TIME(S):

   All clean-up must be complete and all personnel must be off the premises by 11:30 p.m.
   day of event.

User Initials ______
EXHIBIT “B”

Rules and Regulations for the Rental and Use of the Auditorium at TSRI

These rules and regulations govern the use of the Auditorium at TSRI and are incorporated into the Agreement with the same force and effect as if they had been set forth therein.

1. Renter shall apply through the auditorium website to reserve a date and will be notified if the request has been approved and the date reserved. If approved, Renter should download the PDF Rental Agreement from the website, complete it and return the executed Agreement to TSRI (as indicated on the website) along with the Security Deposit and the Rental Fee(s) within 10 business days of being notified of the reservation date. If these funds, the evidence of insurance requested under Article 4 Insurance, and the executed agreement are not received by TSRI within the specified time limit, then the date will be considered available for booking by another organization, or for the internal purposes of TSRI. All other documentation and payments shall be provided to TSRI within the deadlines specified.

   a. Make checks payable to: The Scripps Research Institute, Attn.: Jared Machado, Mail Stop TPC 12, 10550 North Torrey Pines Road, La Jolla, CA 92037
   b. Credit card payment information located at: http://auditorium.scripps.edu

2. Renter shall provide to TSRI a complete, written schedule setting out requested rehearsal times, sound checks, times for delivery of items needed by the Renter, and any other matters requiring access to the Auditorium no later than five days prior to the scheduled event. Such uses and accesses will be at the discretion of TSRI. TSRI will not be responsible for the pick up or drop off of equipment, or for verification of delivery. An event representative must make all necessary arrangements for all such items. TSRI is not responsible for the security or condition of any equipment or other materials associated with the event or left on TSRI’s premises.
3. If TSRI so requests, Renter shall make a verbal acknowledgement of financial support given to the Performing Arts program by specific donors. In addition, Renter shall include an acknowledgement of that financial support in any written materials or programs provided to the audience.

4. At the time of the event, TSRI will provide:

   a. street signs directing traffic to the Auditorium;
   b. one extra light in the loggia area of the Auditorium; and stanchions to control pedestrian traffic flow in the Auditorium loggia area. These stanchions must be used as indicated by TSRI.

5. TSRI will not provide:

   a. security in general or in the parking lot;
   b. tables or chairs;
   c. personnel to work events;
   d. extra lighting or extension cords; or
   e. any other items unless mutually agreed upon in advance in writing.

6. Upon execution of the Rental Agreement, the Renter will provide appropriate information for posting on the Auditorium website, including:

   a. a contact phone number for ticket inquiries;
   b. a link to a website for more information, if applicable;
   c. the time of the event; and
   d. a brief description of the event.

   Under no circumstances should TSRI’s phone number be listed as a contact number for the event in ANY publicity material.
7. The Auditorium has 352 seats. All events will have open seating because the seats are not numbered. To ensure compliance with state and local fire and safety codes, extra chairs are not to be added without the prior written permission of TSRI.

8. The Auditorium has wheelchair accessible seating for eight (8) people. Three chairs can be removed to fit two wheelchairs at each of the four corners of the central block of seats. This accommodation will reduce the number of tickets available for sale. TSRI needs at least one day’s advance notice in order to remove or replace these seats.

9. The Auditorium has full audio capabilities. If the Renter wishes to utilize this equipment, a TSRI approved technician must be engaged to operate the equipment. A list of TSRI approved technicians can be found in Exhibit “D”. Additional lighting or sound system requirements must also be provided by an appropriate technician selected from a TSRI approved list. Any audio-visual requirements should be discussed with TSRI’s representative well in advance of the event and set out in writing.

10. Full lighting must be used in the Auditorium during periods of ingress and egress to maximize visibility for people going up or down the steps.

11. No food or beverages of any kind are allowed in the Auditorium, plaza or courtyard (Southwest side of Auditorium). Restrictions apply as to location and conduct of any receptions, coffee breaks, meals, etc. In addition, there shall be no gum chewing or smoking allowed in any area of the Auditorium. All food service and consumption must be confined to the dark tiled area in the loggia outside the Auditorium. Red wine, dark-colored juices and cola drinks may not be offered outside the Auditorium or its surrounding area. If Renter wishes to offer food or beverages to its audience, Renter must discuss its requirements with TSRI’s representative well in advance of the event, these requirements should be set out in writing and if a vendor is needed that vendor must be selected from a list approved by TSRI. Renter is responsible for enforcing all insurance requirements of the Agreement to it’s subcontractors including Liquor Liability if alcoholic beverage are being served.

User Initials _______
12. Items may not be stored in the Auditorium or on TSRI grounds prior to or after the event without the prior written permission of TSRI.

13. The Renter will designate a person who will be TSRI’s point of contact for the event. It will be this person’s responsibility to ensure that all event staff has been notified of these Rules and Regulations. A phone number or other method of reaching this person, especially on the day of the event, will be provided by the Renter. It will be the responsibility of the Renter’s designated contact person to complete a post-event checklist to ensure that the Auditorium and the surrounding areas have been returned to their original state. Any clean-up or repairs necessary may result in the deduction of a damage allowance from the deposit.

14. Decorations of any kind on the stage, in the loggia, or in the surrounding areas must be approved in writing in advance by TSRI. Under no circumstances may anything be leaned against or fastened to the loggia, stage, or interior walls. Use of tape, glue, nails, pushpins, etc. is prohibited.

15. The Auditorium has a “green room” for the performers. Any amenities required should be provided by the Renter. Any extra cleaning or damage will be the sole responsibility of the Renter. TSRI is not responsible for any property, personal or otherwise, left in the green room or anywhere else on the premises.

16. Each Renter will provide its own personnel to handle event activities, such as handing out programs, directing traffic, taking tickets, enforcing restrictions on food and drink, ushering, and crowd control. While TSRI maintains its own security, TSRI’s security guard will NOT be available to the Renter.

17. The gates to Lot 2, South Employee Parking Lot located on John J. Hopkins Drive will be lifted no later than two (2) hours prior to the event.
18. Emergency vehicles including fire trucks must be able to access the auditorium back area and the plaza area at all times. Under no circumstances may the handicapped parking area or the gray sliding gate providing access to the plaza (fire lane) be blocked.

19. The reserved parking spot in the visitor parking area is not available for use by anyone but the person for whom it is reserved. This includes nights and weekends.

20. Handicapped parking is available at the north end of Lot 2, South Employee Parking Lot just east of the Buddy Taub building. Access to the Auditorium is by ramp from there. If appropriate arrangements are made in advance, space for handicapped parking can be provided in the visitor parking area, closer to the Auditorium.

21. If Renter desires to use a technician who is employed by TSRI, selection of that technician by Renter and approval by the technician must be obtained no later than ten days prior to the scheduled use. TSRI shall have no liability for any damages caused by that technician’s failure to satisfactorily perform the obligations of his or her engagement. Renter is solely responsible for all costs associated with use of approved technician.
EXHIBIT "C"

FEES OR CHARGES TO BE PAID BY RENTER
FOR USE OF AUDITORIUM

[Sixteen Hundred and Fifty Dollars ($1,650.00) Non-Profit and Thirty-Three Hundred Dollars ($3,300.00) for Profit per performance event]

_____ Initial here to certify that Renter is a non-profit organization.

[Five Hundred Dollars ($500.00 per day for rehearsals that are not held on the day of the performance]

TOGETHER, THESE FEES COMPRIS THE RENTAL FEE

Note: Additional requests for any services not set forth herein, as approved by TSRI, shall be charged to Renter at the rate of $100.00 per hour, as specified in an Amendment to this Agreement issued by TSRI. Renter shall co-ordinate additional requested services at theater@scripps.edu.

\ User Initials _______
EXHIBIT “D”

A/V Technical Support

MSI - Meeting Services Inc.
Website: http://www.msiprod.com/
Contact: Doug Edwards
Tel: 858 348 0617
Email: dedwards@msiprod.com

Sloan Productions
Website: http://www.sloanproductions.com/
Contact: Jeff Landie
Tel: 800 685 0165
Email: jeff@bobsloan.com

Music Recording and Audio Design
Contact: Mario Gonzalez
Tel: 619 594 1777
Cell: 818 269 5762
Email: mgonzales@mail.sdsu.edu

MSI-Meeting Services Inc.
Website: http://www.msiprod.com/
Contact: Doug Edwards
Tel: 858 348 0617
Email: dedwards@msiprod.com
EXHIBIT “E”

The Auditorium at TSRI

Approved Vendors

The following vendors have been approved for use at the Auditorium at TSRI.

Coffee and Meeting Breaks

Beckie's Coffee Cart
Contact: Beckie Schweizer
Tel: 858 784 2327
Cell: 760 331 3499
Catering: coffee, tea, juices, etc., pastries, fruit trays, lunch menu.
Available any day of the week and evenings for catering.

Caterers

Bella Vista Catering Co.
Website: www.bellavistacaffe.com
Contact: Mia Richter - Catering Manager
Tel: 858-252-9274
Email: mia@bellavistacaffe.com

French Gourmet
Website: http://www.thefrenchgourmet.com/catering.php
Contact: Charles Leone
Tel: 858 488 1725
Email: eclement@thefrenchgourmet.com

The Hyatt Regency La Jolla
Website: http://lajolla.hyatt.com/hyatt/hotels-lajolla/events/meetings/catering.jsp
Contact: Lindsey George
Tel: 858 552 6026
Email: lindsey.george@hyatt.com
The Wild Thyme Company
Website: http://thewildthymecompany.com/
Contact: Jeanna Grant
Tel: 858 527 0226, direct
Email: jeanna@thewildthymecompany.com

Best Beverage Catering
4901 Morena Blvd #1107
San Diego, CA 92117 (858) 274-1437

Beverages

Spirits of St. Germain
Contact: Kevin Song
Tel: 858 220 0333
- for beverage deliveries

Equipment Rental

Abbey Party Rents
Website: http://www.abboypartyrentals.com
Contact: Ryan Larson
Tel: 858 586 7400
Email: sandiego@abboypartyrentals.com
- rental of catering equipment: glassware, china, table linens, tables, chairs, etc.
EXHIBIT "F"

FEES FOR EQUIPMENT USE NOT COVERED UNDER AUDITORIUM RENTAL

FEES ARE PRICED PER DAY

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
<th>Quantity</th>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECTOR</td>
<td>$100</td>
<td>@</td>
<td>_____</td>
<td>$$</td>
</tr>
<tr>
<td>LECTERN</td>
<td>$50</td>
<td>@</td>
<td>_____</td>
<td>$$</td>
</tr>
<tr>
<td>MICROPHONES</td>
<td>$50</td>
<td>@</td>
<td>_____</td>
<td>$$</td>
</tr>
<tr>
<td>INTERIOR VIDEOGRAPHY</td>
<td>$500</td>
<td>@</td>
<td>_____</td>
<td>$$</td>
</tr>
<tr>
<td>EXTERIOR VIDEOGRAPHY</td>
<td>$250</td>
<td>@</td>
<td>_____</td>
<td>$$</td>
</tr>
</tbody>
</table>

04/19/2016

User Initials ______