

Rules and Regulations for Indoor and Outdoor Events

Eligibility

1. Event spaces may be used by groups for any banquet, dinner, show, entertainment, amusement, dance, exhibition, lecture, concert, auction, performance or other similar activity whose requirements exceed that of a meeting.
2. The School reserves the right to refuse use of a room for any activity that is deemed in violation of federal, state or local laws, codes or ordinances, or for past failure to comply with any of the stated rules and regulations.
3. Applications must be submitted by an adult, 18 years or older.
4. Each Facility Use Agreement issued by the School for an event shall be for a defined length of time. Facility Use Agreements shall be valid for no more than five (5) consecutive days including time to load and set up and take down any permitted event related items on the Plaza or parking lots (unless otherwise approved by the School) and shall be subject to the payment of all applicable fees for each day of the permit,

Priority

1. Except as below, all reservations shall be processed on a first come, first served basis.
2. Use of the catering pantry in support of indoor events in the Pavilion will take precedence over all other uses.

Reservation Procedures

1. Reservations for indoor events and outdoor events can be made up to one year in advance and must be made no later than 30 days prior to an event.
1. Event guidelines and application will be available at the School of Arts and Culture at MHP Main Office or by calling 408-794-6250.
2. Applications must be submitted to:
School of Arts and Culture at MHP – Event Services
1700 Alum Rock Avenue
San José, CA 95116
Fax (408) 272-9920
3. Reservations must include a completed application, and any applicable fees or deposits due at the time of application.
4. The application shall contain the following information and any additional information that the School may reasonably require:
 - a. A narrative description of the proposed activity, including the name of the proposed activity, if any, expected attendance, a description of any proposed food, beverage or alcohol service, the schedule of events to be included in the activity, and a clean-up plan, and if required by the regulations, a security plan.
 - b. A detailed drawing depicting the layout of the proposed activity, including the number and location of any booths, cooking equipment, tables, tents, canopies, stages, fencing, waste receptacles, signage, portable toilets, generators, any other event equipment proposed to be placed on the facility; exit routes; and the flow of event participants into and out of events on the Plaza.
 - c. The date or dates and the specific times that use of the Facility is requested, including set-up and breakdown.
 - d. The name, address, e-mail address and telephone number of the applicant and the person to be contacted regarding the application.
 - e. The types of services, if any that are requested by the applicant.
5. A Facility Use Application will not be deemed complete until the applicant submits the following items in addition to the completed form:
 - a. The Use Fee and cleaning and damage deposit as prescribed by the current Schedule of Fees.
 - b. A copy of IRS determination of non-profit-status (if applicable).
6. Upon request, tentative Reservations for Indoor/Outdoor Events will be held for a maximum of two weeks. The tentative reservation is subject to cancellation if the tentative reservation is not extended within the two week period. Tentative reservation extensions may be granted at the School's discretion, until the date is confirmed or the date is challenged as outlined below.
7. An organization may challenge a tentative reservation date held by another party for an event by submitting a completed Facility Rental Agreement and submitting a deposit of one third of the estimated Facility Use Fees. The organization with the Tentative Reservation will be notified of the challenge and will have two business days to submit a completed application and a non-refundable deposit of one third of the estimated Facility Use Fees.
8. Use of the Facility is subject to the execution of a Facility Rental Agreement or issuance of a Plaza Use Permit. The Facility Rental Agreement will be considered fully executed after having been reviewed and signed by the applicant and the School.
9. Events may not be announced and tickets may not be sold prior to the full execution of the Facility Rental Agreement or Plaza Permit is issued.
10. The School will issue use agreements for indoor meeting event spaces and use permits for outdoor events on the Plaza.

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11. An individual or an organization may challenge the School's denial or revocation of a permit as set forth in the procedures provided in Exhibit 3D. All decisions regarding use of Indoor facilities are deemed final and may not be appealed.

Conditions of Use for indoor and outdoor events

Hours of Use

1. The Schools facilities are available for reservation Mondays - Sundays between the hours of 8:00 am and 12:00am with the exception of the East Plaza which may *NOT* be reserved during normal business hours. Use of the facilities prior to 8:00 a.m. and after 12:00am is subject to approval by School. Reserved hours must be consecutive.
2. All set-up and clean-up must be accomplished within the reserved time. Overtime fees apply for use of the facilities outside of the reserved times.

Control of the Facility

1. The Facility, including keys thereto, shall be at all times under control of the Director of the School who shall have the right to enter the Facility, and all portions thereof, at all times during the period covered by this Agreement. The entrances and exits of the Facility shall be locked and unlocked by the Director at such times as may be required for Client's use of the Facility.

Event Representation

1. The School will provide an Event Representative who shall be present at the facility during the entire event. The Event representative may oversee numerous events at one time and is not solely dedicated to one event.
2. Users shall designate an Event Representative who shall be present at the facility during the event.
3. The event shall be under the direction and responsibility of the user's Event Representative at all times.

Minors

1. Groups composed of persons under the age of twenty-one (21) must be supervised by adults over the age of twenty-one (21).
2. Two persons over the age of twenty-one must be present at all times for every twenty-five (25) persons under the age of twenty-one (21).

Code Compliance

1. Users of the Facilities are required to comply with the requirements of all applicable county, state and federal codes (including health, fire and life safety), laws, regulations, as well as the ordinances and regulations of the City of San José. Users that fail to comply with the above are subject to cancellation of the event.
2. Users will be required to provide evidence that they have obtained the appropriate permits (e.g. fire, health, alcoholic beverage, tow zone, street closures) for their events.
3. Food and beverage service at events must comply with the requirements established by the Santa Clara County, Department of Environmental Health.
4. Users shall observe the established room capacities and any decreases in the room capacity caused by the nature of the event or configuration of the space, as determined by School staff, San José Police Department and/or the San José Fire Department personnel.
5. Smoking is not permitted in any part of the Facility. Smoking is permitted outside of the Plaza gates.

Clean-up and Damage

1. Groups or individuals will be responsible for clean-up of the facilities used and removal of all trash, litter, equipment and signage placed for the event.
2. Beginning immediately after an event, the user must remove all trash, litter, equipment and signage placed by the user and must repair any damage to the Facility caused by the user's activities.
3. All trash generated by the event must be removed from the facility after the event.
4. To facilitate proper disposal of recyclable, bins will be provided by the City.
5. Upon completion of the event, users shall meet with the School Staff to review the clean-up of the facility and to determine if additional clean-up measures need to be taken or any repairs are needed. The Client agrees to pay costs of repair or replacement for any and all damages to the Facility and other property of the School, caused by the Client's officers, agents, employees, contractors (including independent contractors), exhibitors, vendors, registrants or other persons attending the Event with the express or implied permission or invitation of the Client. Such responsibility shall not cover damage caused by the negligence or willful misconduct of the School, its officers, agents, contractors or employees. Any final repair costs shall be determined by the Director of the School in his or her sole discretion. In addition, the School shall select and approve the contractors that will conduct any repair work at the Facility, in the School's sole discretion. All repair costs approved by the Director will be billed to the Client and shall be paid by the Client within 1 week of receipt of such invoice.
6. If the surface of the Plaza or parking lots requires steam cleaning because of stains resulting from the user's activities, the user must make arrangements for steam cleaning with the School. The user shall be solely responsible for all costs associated with the steam cleaning.
7. In no case shall users be permitted to physically alter the facilities without the written approval of the School. Nothing shall be attached in any way to the walls, doors, floors, ceiling, or fixtures of the Facility without the written approval of the School.
8. Users are required to provide appropriate protection of floor and wall surfaces to prevent damage related to event use of the facility.
9. Users are required to use caution to protect all art installations.

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10. If any repairs are needed for damages resulting from the user's activities, the School or the entity responsible for maintenance, as appropriate, shall perform the repairs. The user shall be solely responsible for all costs associated with the repairs.
11. The School agrees to repair or replace, as the case may be, any defects or damage to the Facility that are identified in the walk through by the Client and the School and agreed to by the School as likely to interfere with the Client's use and occupancy of the Facility.

Insurance

1. In general, insurance will not be required for meetings that do not involve food or the sale of merchandise. However, the School has the right to require insurance based upon the level of activity of an event and potential for damage.
2. All indoor and outdoor events at the Facility are required to have liability insurance coverage.
3. Risk management, or a designee, will review proposed event activities and determine insurance requirements.
4. Users shall obtain and maintain for the duration of the event insurance as required by the School.
5. The cost of the insurance shall be the responsibility of the user.
6. The School's standard insurance requirements are included in the guidelines for events at the Facility. The School maintains the right to require higher limits based on the activities of an event.

Loading, Unloading and Deliveries

1. The scheduling of deliveries must be approved in advance by the School. The schedule must note the carrier, items and point of delivery.
2. Specific areas will be designated for loading and unloading to support events at the Facility.
3. Alternative locations for loading and unloading for events may be coordinated with the School
4. Unless approved of in advance, a representative of the user must be present at time of delivery. In no case shall the School be responsible for delivered items.
5. Users are responsible for arranging appropriate personnel or equipment for unloading, loading and transportation of deliveries.
6. Users are responsible for maintaining sufficient clearance in passageways and shall maintain exiting requirements.

Vehicle Access

1. No vehicle shall be permitted onto the Plaza in conjunction with an Event, except as authorized by the Director of the School.
2. The Director may permit vehicle access onto the Facility in conjunction with an Event if
 - a. The weight and size of the vehicle(s) including its load will not cause damage to the Plaza or sidewalk, and;
 - b. The presence of the vehicle(s) will not unduly interfere with pedestrian passage, or;
 - c. The vehicle(s) is (are) necessary for public safety or public health reasons.

Security

1. All applicants for an Outdoor Event must submit a security plan for the approval of the San José Police Department. The plan must list the proposed number of security personnel, their location, duties, hours of service and whether they are San José Police officers or private security personnel.
2. Security may also be required for large scale events in the theatre, plaza, pavilion and/or gardens.
3. The San José Police Department shall consult with the Event Manager and Event Users on the Police Department's security requirements for indoor and outdoor events.
4. Users may be required to maintain a list of working personnel. Working personnel may be required to sign-in at times when the School is not generally open to the public.
5. After the School has been closed to the public, users are restricted to the event space(s) and the designated corridors used to leave the building.

Open Flame

1. Use or storage of propane, butane or liquid fuel is prohibited inside Mexican Heritage Plaza.
2. Users must present appropriate permits prior to use of heating sources (e.g. electric, Sterno® or other open flame). Users are responsible for providing one fire extinguisher at each location where a heating source will be used.
3. Users may use food warming equipment for the purpose of maintaining foods and beverages at a warm temperature if approved by the San José Fire Department.
4. Cooking is not permitted within indoor spaces of the Facility.
5. Cooking may be permitted in designated areas of the Plaza, provided that cooking is identified in the permit application and subject to the approval of the School.
6. The location, method, equipment and facilities for cooking food must be approved by the San José Fire Department and the School and must conform to the San José Fire Department Regulations. Users must present an appropriate Santa Clara County, Department of Environmental Health permits prior to cooking on the Plaza.

Food and Beverage Sales

1. A temporary food facility permit is required to sell food or drinks to the public. Permits are issued by the County of Santa Clara, Department of Environmental Health.
2. Users must obtain and present an appropriate Santa Clara County Department of Environmental Health permit prior to selling food or drinks to the public.

Catering

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1. Only approved caterers may be hired to serve food and beverage at the Facility.
2. The catering pantry may be reserved in conjunction with an event reservation.
3. A facility use security deposit is required for use of the catering pantry. Upon inspection of the School and approval of the condition of the pantry, the deposit will be refunded, minus any additional clean-up costs. The deposit will be fully refunded if the catering pantry is left clean, appliances and equipment are undamaged, and the pantry is vacated at the scheduled time.
4. The School does not guarantee the availability or the condition of the equipment provided in the catering pantry.
5. With the exception of light refreshments that include non-alcoholic beverages, a licensed caterer must provide all prepared food in the Committee Rooms. All events in the Facility must be catered by an approved caterer. Caterers must be certified as a food service establishment or caterer with the Santa Clara County Health Department and must have a current Santa Clara County Department of Environmental Health Permit.
6. All caterers must be pre-approved by the School for service at the Facility. To obtain pre-approval, caterers must provide a copy of their business license, proof of insurance, tour the Facility, and review the catering pantry guidelines with a School Event Manager.

Alcoholic Beverages

1. The service or sale of alcoholic beverages related to an event requires prior School approval. All events at the Facility selling alcohol require authorization from the Police Department.
2. The sale or service of alcoholic beverages shall be in compliance with all applicable laws, including regulations of the State of California, Department of Alcoholic Beverage Control. Users are required to obtain all appropriate licenses, permits and insurance related to the distribution or consumption of alcoholic beverages.
3. Only a licensed caterer may provide the service of alcohol. Authorization from the San José Police Department, proof of Liquor Liability Insurance and an appropriate permit from the State of California, Department of Alcoholic Beverage Control is required.
4. Service of alcoholic beverages must cease 30 minutes before the end of a small event and 1 hour before the end of a large event.

Amplified Sound

1. Noise generated by a person using the Plaza, including without limitation, amplified sound, shall not be in a manner to create a disturbance of the peace, as described in San José Municipal Code Section 10.16.010 and Section 10.16.020. In determining whether a disturbance of the peace has occurred, the San José Police Department may take into account the nearby residences and offices (including offices in Facility).
2. Use of amplified sound for events is subject to the approval of the Director of the School. Use of amplified sound in the outdoor areas of the Facility must be limited to the following time periods:
Weekdays: Between 9 a.m. and 12 a.m.
Holidays and weekends: amplified sound must not commence before 10 a.m. and must end no later than 12 a.m.
3. In instances where there is a conflict between restrictions imposed by the San José Police Department in issuing an amplified sound permit and these regulations, the San José Police Department restrictions will prevail.
4. Other functions may be scheduled in different portions of the Facility, at the same time. Amplified sound used in connection with events shall not disrupt or interfere with other events or persons using the Facility. Furthermore, Users shall immediately comply with the Event Representative's request to reduce the noise generated by their event.

Signage and Banners

1. Nothing may be taped, nailed, tacked or otherwise affixed to ceilings, painted surfaces, columns, fabric and decorative walls, or fire sprinklers. All decorative materials must be flameproof in accordance with fire regulations.
2. Users may not paint, draw, attach or install signs or banners on the Facilities buildings, with the exception that Users may temporarily place free standing signs (in a manner approved by the Director) no more than twelve (12) directional signs (no larger than 2' by 2'), containing words and symbols reasonably necessary to provide information to pedestrians of the public ingress and egress pathways, or to provide information to pedestrians regarding the location of the Event.
3. All A-frame signs must be designed and/or weighted as necessary to resist tip-over under windy conditions.
4. Signs, banners and decorations may not be attached to trees, decorative architectural details, or public works of art.
5. Signs, banners and decorations may not be affixed to any building adjacent to the Facility unless the User has obtained the written consent of the owner or manager of the building. All such signs must comply with all laws, rules and regulations, including without limitation, the City of San Jose's Sign Ordinance set forth in Title 23 of the San José Municipal Code.
6. All other signs and decorations of Outdoor Events shall be placed only upon Users equipment, booths, stage or other similar items comprising a permitted portion of the Outdoor Special Event.

Parking

1. Free parking is available at the Facility is availability is first come first serve. The School reserves the right to use the parking lots for activities other than parking. The School also reserves the right to charge for parking when necessary.
2. Overnight parking is prohibited.
3. The School is not responsible for the security if vehicles and or their contents while parked at the Facility.

Animals

1. The Client may not bring or allow any animals to be brought into the Facility, without the prior written consent of Director, except trained service animals, may enter the Facility without the Director's prior consent. If any animal is brought into the Facility in connection with the Event, the Client shall ensure that the animal is adequately controlled and supervised and that all other appropriate

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safety measures are in place to protect persons in and out of the Facility. Furthermore, the Client shall ensure that any animal brought to the Facility is treated in a humane manner and in compliance with all laws regarding transportation and handling of animals and the Client shall obtain any additional insurance coverage required by School prior to allowing an animal to enter the Facility.

Filming

1. Persons who wish to engage in commercial filming or photographing at Facility and require special access to or use of specialized equipment at the Facility in a manner which restricts or blocks access to the Facility by the public or which otherwise disrupts users of the Facility must (1) obtain the permission of the Director, and (2) pay a fee to the School as established by the Director.
2. With the approval of the Director, the fee may be paid with an in kind promotional trade provided the School receives, at a minimum, the value of the fee.

Additional Outdoor Event Regulations

1. No person shall leave any item on the Plaza or parking lots overnight, unless it is necessary to leave the item overnight in conjunction with a multi-day Plaza Outdoor Event, and subject to the prior approval of the Director. The School shall not be responsible for any loss, damage, or vandalism to any item placed or left on the Plaza.
2. The School may establish the boundaries of areas which would be covered by an Outdoor Event Agreement.
3. Use of tents or marquees on the Facility are subject to approval by the School and requires a Plaza Outdoor Event permit. Users are responsible for obtaining fire and health permits as necessary.
4. No Facility Agreement will be issued for the purpose of camping on the Plaza. By way of example only, "camping" means the construction, placement or use of temporary or permanent shelter on the Plaza, including but not limited to, tents, huts, lodges, cabins, blankets, sleeping bags or bedrolls.
5. No skates, skateboards, bicycles, or similar devices may be used at the Facility.
6. No soccer, basketball, Frisbee® or similar recreational or sporting activity may occur on the Plaza without the permission of the School.
7. No bathing (including sponge baths) washing clothes, dishes or cooking equipment may occur in conjunction with the water feature.
8. It shall be unlawful for a person to engage in aggressive solicitation on the Plaza or parking lots. To preserve the public's access to and enjoyment of the Facility by avoiding behavior that is not only extremely disturbing and disruptive to users of the Plaza but creates a sense of fear and intimidation, the School prohibits aggressive solicitation from occurring on the Plaza.