

SOS ENTERTAINMENT

San Diego – Los Angeles– San Jose - Las Vegas
Central Office: 1414 Golden Crest Drive, Escondido, CA 92029
(800) 6321-SOS Fax: (888) 425-2378

HD Event Contract 2020

Date Created: 11-02-19

Created By / SOS Employee: JESSE DELBONO Phone 916-585-3583

<u>District and Event Info</u>	<u>Pricing Structure</u>
School: PALOMA VALLEY HIGH SCHOOL	Price Per Person: \$85
Point of Contact: LORI HARRISON	Minimum Cost Guarantee: \$68,000
Email: LORI.YOUNG@PUHSD.ORG	Not to Exceed: \$136,000
Cell: _____	Deposit: \$10,000 Due: 01-15-20
Venue: SAN DIEGO PORT PAVILION	2nd Payment: \$10,000 Due: 02-15-20
Event Date: 04-25-20 Event Time: 7P to 11P	3rd Payment: \$10,000 Due: 03-15-20
Minimum Attendee Guarantee: 800	4rd Payment: \$38,000 Due: 04-01-20
Maximum Attendee Limit: 1,600	Final Head Count: _____
	Balance: _____ Due: 05-01-20

EVENT INCLUDES:

- Four hours use of SAN DIEGO PORT PAVILION (venue) (as well as setup & strike time)
- Signature SOS Entertainment Production Package, custom-tailored to venue
- Professional DJ and Lighting Engineer for the duration of the event
- SOS Entertainment Event Manager, Crew and necessary Event Staff
- Food: Light Apps & Desserts by PERSONAL TOUCH (caterer) (menu to be decided by client)
- Drink Station; to Include: WATER AND LEMONADE
- Chaperone Lounge with Complementary Coffee
- \$ 12,500 Budget for activities (to be used at the client's discretion)
- All rentals including Tables, Chairs, & Linens
- Coat Check Area supplies (To be staffed by school; suggested 4 volunteers minimum)
- Formal Entrance to include red carpet and stanchions
- Professional Services & Staffing for Set-Up, Strike and Facility Cleaning
- Certificate of General Liability Insurance
- 10 Security Guards (more available upon request for an additional charge) (SOS suggests 1:60 students)

SOS

ENTERTAINMENT

San Diego – Los Angeles– San Jose - Las Vegas
Central Office: 1414 Golden Crest Drive, Escondido, CA 92029
(800) 6321-SOS Fax: (888) 425-2378

HD Event Services and Inclusions

1. **Authority to Sign:** Only the Strategic Sourcing and Contracts Officer has the delegated authority to sign this Agreement on behalf of the school. However, no contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, the approval or ratification to be evidenced by a motion of the board duly passed and adopted.
2. **Per Person Pricing:** *A final expected guest count must be reported to SOS Entertainment by one (1) week before the listed event.* The cost of listed event is a per-person pricing structure. A final increase in attendee count will *increase the event cost* in several areas including, but not limited to: production, venue costs, food, security, staffing, liability insurance, etc. A guest count shall be confirmed at the entrance and shall be accepted as final. This final guest count will be used to determine the final balance due.
 - a. **Minimum Cost Guarantee:** District shall be responsible to pay at least the “Minimum Cost Guarantee” amount.
 - b. **Maximum Attendee Limit:** School shall not allow the occupancy of the event to exceed the “Maximum Attendee Limit” amount.
 - c. **Not To Exceed:** District will be responsible to pay on a per-person basis as described above but shall not be liable for any more than the “Not to Exceed” amount. This amount is based on the “Price Per-Person” amount and the “Maximum Attendees” amount.
3. **Facility Relationship:** SOS Entertainment is operator/broker that provides contractual services with independently owned event facilities. SOS Entertainment thereby must operate under and be legally bound to the terms of the facility operator. SOS Entertainment, being independent of all event facilities, shall carry full liability insurance.
4. **Vendor Relationships:** The use of vendors at listed event must be managed and approved by SOS Entertainment. Client must not bring in any vendors without written consent by both SOS and client. All vendors must provide a certificate of insurance and carry workers comp for their employees. The selling, disposing or dispensing of all food, beverage and services is reserved exclusively to SOS Entertainment. Client shall not contract or make any arrangements for the selling, disposing or dispensing of any food, beverage or services without the express written consent of SOS Entertainment.
5. **Drugs / Alcohol:** Any misconduct, possession of unauthorized alcohol or illegal substance will not be tolerated. Client agrees students may be removed from event in the case of alcohol or drug use.
6. **Dangerous Materials:** Client hereby agrees that no agent or guest of Client shall bring on the event premises any article of a flammable nature, explosives, firearms or articles of dangerous/damaging nature. Client agrees to indemnify and hold SOS Entertainment harmless from any and all liability, loss or damage client or SOS Entertainment may suffer as a result of damages caused by breach of this provision. SOS Entertainment reserves the right to confiscate all such articles brought into an event.
7. **Theft / Damage:** Client shall pay the replacement value of all property and equipment lost or stolen and the cost of repairing all damages to the facility, its grounds, furnishings, equipment, etc. caused by Client and its agents or guests.
8. **Force Majeure:** SOS Entertainment shall not be required to refund any part of Client’s paid Total Cost in the event of inclement weather (e.g. rain, wind) and Client agrees to bear the risk of any such inclement weather.
9. **Cancellations - Deposits / Payments:** “HD Events” require SOS to engage, on Client’s behalf in: reservations contracts, deposits and service payments to the venues and multiple vendors. These costs are reflected in an initial “deposit, second (2nd), and third (3rd) payment” schedule (found above). These payments are calculated based on the actual real costs of planning and producing such an event. The parties agree that in the event the Client were to cancel (after engaging) SOS Entertainment to reserve the venue and service providers, SOS would sustain damages, costs and lost profits. Therefore, should Client cancel this Agreement, initial deposits and any payments collected up to the time of cancellation will not be refunded. SOS will, on behalf of Client, make their best attempt to recover any and all payments without any guarantee. If payments are recovered these refunds will be made to client.
10. **Cancellations - Final Invoice Total:** If Client cancels the event within twenty-one (21) days prior to event date, the minimum guarantee payments as called for in this Agreement shall be retained and/or collected by SOS Entertainment as liquidated damages.
11. **Changes:** In addition, should Client make any changes to the event date and/or time of the event less than thirty (30) days prior thereto, Client shall be responsible for compensating SOS Entertainment for all production costs, vendor cancellation fees, as well as legal charges and any additional costs associated with such change.
12. **Liability:** SOS Entertainment shall not be responsible for any injury suffered by Client, its agents or guests either in person or in property other than by reason of the negligence or willful misconduct by any agent employed by SOS Entertainment on the premises. SOS Entertainment shall further have no responsibility of loss or damage to personal property of Client or its agents or guests. Further, SOS Entertainment shall not be responsible for any personal injuries sustained by an agent or guest of Client in the parking areas adjacent to or provided for the event location.

SOS

ENTERTAINMENT

San Diego – Los Angeles– San Jose - Las Vegas
Central Office: 1414 Golden Crest Drive, Escondido, CA 92029
(800) 6321-SOS Fax: (888) 425-2378

13. **Deadlines:** All terms and payment deadlines must be adhered to by Client unless such terms or deadlines have been amended in writing by an authorized representative of SOS Entertainment. No payment or any portion thereof made under this Agreement is transferable or refundable unless provided for herein.
14. **Entire Agreement:** This Agreement is the complete and exclusive statement of the parties hereto with respect to the subject hereof and supersedes any and all prior or contemporaneous oral or written communications with respect thereto. No modification, waiver, or amendment hereof shall be binding unless stated in writing, signed by parties hereto, and no waiver of a right hereunder in any instance shall constitute a waiver of the same or any other right in any other instance. This Agreement shall be governed by the laws in the State of California without regard to its conflicts of law rules. If any sentence or provision of the Agreement is judicially declared to be invalid, illegal or unenforceable, such provision shall not have the effect of invalidating or voiding the remainder of this Agreement. No party may assign or transfer this Agreement or its rights or responsibilities without prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall bind and benefit the Parties hereto and their respective successors and assigns. The prevailing party in any dispute or litigation arising under this Agreement shall be entitled to reasonable attorney's fees and costs.

SOS ENTERTAINMENT

(Signature)



(Print Name)

JESSE DELBONO

(Title)

EVENT PLANNER

(Date)

12-02-19

CLIENT

(Signature)



(Print Name)



(Title)



(Date)





**PORT of
SAN DIEGO**
Waterfront of Opportunity

**Broadway Pier & Pavilion
Event Application and Agreement**

Introduction

The Port of San Diego maintains Broadway Pier as a cruise facility and a special events venue for the San Diego region. One of our key objectives at the Port of San Diego is to attract people to the bayfront to recreate and enjoy all that it has to offer. To that end, we welcome special events on Broadway Pier and in the Port Pavilion on Broadway Pier, which are available for use when a proposed event will not impact a cruise ship operation or another scheduled event. This event application contains important planning information for you and requests information from you that will help you and the Port of San Diego to ensure a successful special event that minimizes impacts on Broadway Pier facilities as well as the nearby residents and businesses. This event application – when approved – also serves as your permit to use the facility as requested.

Permit Process

The permit process begins with your request for facility. After you submit your request, you will be contacted within three business days by a facility permit staff member, who will request some basic information and, if appropriate, reserve an agreed upon pier venue(s) and date(s). There are four event venues on the pier of which you may reserve one or all.

You may make a reservation for a Broadway Pier venue(s) as early as 18 months in advance of your proposed event date. Please note that your reservation does not constitute approval of your application for an event permit.

Your event permit application and any required deposit(s) must be received no later than 60 days prior to your event start or move-in date. If your application and deposit are not received by this deadline, the Port of San Diego reserves the right to release your reservation.

Upon receiving your permit application, our facility permit staff will route it among applicable Port of San Diego departments for review. If appropriate, we will schedule a site walk at Broadway Pier to review your setup and other arrangements as well as our guidelines for conducting your event.

Full payment of all fees must be received no later than 30 days prior to your event date. If your application and deposit are not received by this deadline, the Port of San Diego reserves the right to release the reservation. When Port of San Diego staff has received all of your fees and has reviewed, approved, signed and returned your application to you, your signed application will serve as your permit to use the venue. **NOTE: PLEASE ENSURE THAT YOUR PERMIT APPLICATION HAS BEEN APPROVED BEFORE PROMOTING YOUR EVENT.**

Please complete each item on the following pages, attaching additional sheets as necessary, and return to:

**Port of San Diego
Attention: Park Permits
P. O. Box 120488
San Diego, CA 92112-0488
(619) 686-6200**

Faxed or e-mailed applications are not accepted.



**Broadway Pier & Pavilion
Event Application and Agreement**

Port of San Diego Use Only

Event Date _____

Received _____

Issued _____

Applicant Information

Applicant Name PUHSD PERRIS UNION HIGH SCHOOL DISTRICT	Email Address ALISON.KING@PUHSD.ORG
Main Phone () -	Mailing Address (street #, city, state, & zip code) 31375 BRADLEY ROAD, MENIFEE CA 92584
Mobile Phone (951) 265-4528	

Organization Name: PALOMA VALLEY HIGH SCHOOL

Organization Type: Private/ Family Charitable 501(c)(3) Corporate
 School Government Other:

Is this a Tidelands Activation Program (TAP)? Yes No

Event Information

Event Name PALOMA VALLEY HIGH SCHOOL HD PROM	Date(s) 04-25-20	Event Type: (check <input checked="" type="checkbox"/> all applicable descriptions)
Facility (check all that apply): <input type="checkbox"/> Full Buy-Out <input checked="" type="checkbox"/> Forecourt (outdoors) <input checked="" type="checkbox"/> Foyer (1 st floor) <input checked="" type="checkbox"/> Pavilion (1 st floor) <input type="checkbox"/> Broadway View Room (2 nd floor) <input checked="" type="checkbox"/> View Court (outdoors)	Actual Event Hours: From: 7:00PM To: 11:00PM	<input type="checkbox"/> Private Party
	Setup/Assembly/Construction: Date 04-24-20 Time _____ AM/ PM	<input checked="" type="checkbox"/> School Dance
	Dismantle/ Completion: Date 04-25-20 Time _____ AM/ PM	<input type="checkbox"/> Corporate Reception
	Expected Attendance: 10 800	<input type="checkbox"/> Wedding Ceremony
Set-up Day Event Day#1 Event Day#2 Dismantle Day (For multi- day events, provide attendance for each day.)		<input type="checkbox"/> Wedding Reception
		<input type="checkbox"/> Festival/ Music Event
		<input type="checkbox"/> Car Show
		<input type="checkbox"/> Trade Show
		<input type="checkbox"/> Other: _____

On-Site Contact Information

A contact person representing the applicant must be immediately available, on-site during setup, event and dismantle. This person must have authority over all elements of the event.

Name JESSE DELBONO	Email JESSED@SOSENTERTAINMENT.COM	Mobile Phone (916) 585-3583
------------------------------	---	---------------------------------------

Professional Event Organizer		
Name	Organization SOS ENTERTAINMENT	Mobile Phone () -

Port of San Diego Use Only

<input type="checkbox"/> COI	<input type="checkbox"/> 501(c)(3)	<input type="checkbox"/> ABC Letter	<input type="checkbox"/> Fire Marshal	<input type="checkbox"/> Work Order
<input type="checkbox"/> Security	<input type="checkbox"/> Custodial	<input type="checkbox"/> MANA	<input type="checkbox"/> Other	

BP #	Transaction #	D2 #	DM#
Deposit \$	Check/ M.O.#	Credit Card#	Cash Receipt#
Event Fee \$	Check/M.O.#	Credit Card#	Cash Receipt#
TAP Event Fee \$	Check/ M.O.#	Credit Card#	Cash Receipt#

Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information & Guidelines

Site Plan (Foot Print)

In addition to the descriptions requested below, please attach a site plan depicting all of the items used in support of your event including seating and tables, food preparation areas, portable restrooms, dumpsters, booths, exhibits, displays, attractions; stages, platforms, flooring, vehicles, generators, fencing, tents, canopies, shelters, etc.

TO BE SUBMITTED BY SOS ENTERTAINMENT

Site Walk

All events on Broadway Pier require a pre-event site walk with Port staff to review the event set-up information and guidelines.

TO BE HANDLED BY SOS ENTERTAINMENT

Accessibility

Applicant shall ensure that all elements of the event are accessible to all, including persons with disabilities as required by law. Applicants are encouraged to incorporate the principles of Universal Design, which is the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design, when developing the above required site plan. Specific accessibility to address for events shall include but is not limited to:

- Parking, including information and notification of alternate parking opportunities and locations;
- Accessible portable restrooms;
- Accessible shuttles, buses, and other provided transportation elements as part of the event;
- Placement of activities in areas for maximum accessibility;
- Communication and training of event staff, including volunteers, regarding accessibility and disability awareness
- Compliance with the Americans with Disabilities Act and applicable accessibility laws

Insurance

Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that Applicant indemnify and hold harmless District for any actions of Applicant or District, including duties that may be legally delegated by Applicant to third parties, except for those arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue District for liabilities arising out of Applicant's use, occupancy, possession, or activities on the Premises, or arising from any defect in any part of the Premises.

Applicant must provide **certificate of insurance (COI) coverage naming "San Diego Unified Port District" P.O Box 120488, San Diego, CA 92112-0488, as an additional insured and also be listed in the certificate holder box.** Insurance coverage must be in force for the duration of the event, including setup through take-down days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage for small events of 500 or less. **For events over 500, the minimum increased to \$2,000,000 per occurrence with a \$4,000,000 general aggregate.** The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application.

All service providers are required to provide a "certificate of insurance" or the applicant can choose to cover all sub-contractors.

Fire Marshal Permit

City of San Diego Fire Marshal permit is required in addition to your Port of San Diego event permit. You are responsible for contacting the City of San Diego Fire Marshal at (619) 533-4300 or sdfdevents@sandiego.gov. This permit shall be secured no later than 30 days prior to your event.

TO BE SUBMITTED BY SOS ENTERTAINMENT

Public Access to Broadway Pier

The Port of San Diego gives a high priority to public access to Broadway Pier. To this end, the applicant and Port of San Diego staff will develop a plan for the level of public access to the pier that will be provided during a private or exclusive event. Portion(s) of Broadway Pier to be used for an event may be temporarily fenced, subject to Port of San Diego approval. Please include any fencing or barriers in your event site plan.

Fire Lane on Broadway Pier

The 20-foot lane on the south edge of Broadway Pier and the 48-foot lane on the west end (facility to viewcourt area) is a fire lane that must be kept clear at all times for emergency vehicles.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information & Guidelines

Security Plan

There are two types of security for events at Broadway Pier. **Facility** security protects the terminal and pier from unauthorized access and damage. The Port of San Diego provides facility security from a security contractor during setup, event and breakdown for all events with access to the Broadway Pavilion. The cost of this security is not included in your permit fee. **Event** security ensures a safe and secure environment for your event. Depending on the nature of your event, you may be required to provide an event security plan and contract for event security at your expense. If you are hiring a professional security company to develop and manage your event's security plan, provide the following information, (✓) all that is applicable:

Using Port Security (Allied Universal Services)

Private Security Company: **STARLIGHT SECURITY** Phone: (619) 245-5759

Private Security Operator License #: **928856**

START TIME: 6:30pm
END TIME: 11:30pm
TOTAL TIME: 5

Address: _____
(Street) (City) (State) (Zip)

Attach a description, if applicable, your security plan including provisions for crowd control and venue safety.

Medical Services Plan

You are responsible for providing appropriate medical services for your event. If you have hired a professional emergency medical services provider to develop and manage your event's medical plan, please provide the following information:

On-site First Aid Kit Provider: _____ **Phone:** () - _____

Medical Services Provider: _____ **Phone:** () - _____

Address: _____
(Street) (City) (State) (Zip)

Attach a description of your medical plan including the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed.

Alcoholic Beverages

If you intend to sell alcoholic beverages, or to sell tickets or request donations for admission to an event at which alcoholic beverages are served, an additional permit from the State Department of Alcoholic Beverage Control (ABC) is required. Please contact ABC at (619) 525-4064 or www.abc.ca.gov. If you intend to serve alcoholic beverages *without* charge, admission or other consideration, the following conditions must be met:

- Designated areas for dispensing and consumption must be noted on the event site plan. Persons may not take alcoholic beverages from the designated area and must be kept away from minors at the event.
- For events greater than 500 in attendance, one licensed security staff person must be present for every 50 attendees. Security staff will prevent people from carrying alcoholic beverages outside the designated area.
- Alcoholic beverages may only be served in distinctive paper, or plastic cups, plastic bottles or aluminum cans. No glass containers are permitted. Beverages may be poured from glass containers into cups by a designated server.
- Kegs of beer are not allowed unless special permission is obtained from District staff thru the permit process.
- All persons serving or otherwise dispensing alcoholic beverages must be at least 21 years of age.
- Department of Alcoholic Beverage Control, Officers of the Harbor Police Department, any authorized representative of the San Diego Unified Port District, or law enforcement personnel from any Port member city may summarily revoke the park permit if it is determined that the public welfare and morals are being impaired and/or a law enforcement problem arises.
- Contact Port Staff for an ABC letter 30 days in advance (If applicable).

Will alcoholic beverages be served at your event: Yes No

The applicant is responsible for applying for the ABC Permit, who is applying on your behalf? _____

Who is purchasing Alcohol? _____

Who is dispensing/ serving Alcohol? _____

If yes, describe: _____

Will cannabis products be brought on site: Yes No Describe: _____

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information and Guidelines

Entertainment Service:

Company: SOS ENTERTAINMENT

Company: _____

Select Type:

- | | | |
|---------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Air Jump | <input type="checkbox"/> Photographer | <input type="checkbox"/> Florist |
| <input type="checkbox"/> Face Painter | <input type="checkbox"/> Clowns | <input checked="" type="checkbox"/> Event Planner |
| <input type="checkbox"/> Other: _____ | | |

Note: Large or motorized rides or attractions such as Ferris wheels, climbing walls, fair rides and throwing games must be approved by the Port's Engineering Department for weight / pad capacity)

Party Rentals:

***Note:** The venue has 400 Black Folding Chairs and 10 6' x 30' tables available for use.

- Port Chairs
- Port Tables
- Rental Service: RAPHAELS
- Other: _____

Item	Amount(s)	Size(s)
Tables	TBD	
Chairs	TBD	
Generators (≤ 75 KW) Self-contained Generators are preferred	TBD	
Portable Restrooms	0	

Live Musicians, DJ, or Amplified Sound

Musician: _____

Musician: SOS ENTERTAINMENT

Music entertainment may be amplified through a sound system but the sound levels must be no higher than 85 decibels and acceptable to the surrounding community. A Harbor Police officer or other law enforcement representative who determines that noise from your event is excessive may require you to take corrective action including ceasing the use of amplified sound. **Note:** Outdoor sound must end at 10 pm. Indoor sound must end at midnight. Describe below the live or recorded entertainment you will provide and any other amplified sound you will use at your event.

Describe:

Booths / Exhibits

Describe any booths or exhibits you will have at your event. These include demonstration booths, tasting booths and exhibits. Please attach a list of all paid/unpaid vendors who will be exhibiting during your event.

Describe:

Food and Beverage

Company: PERSONAL TOUCH

Company: _____

Company: _____

Select Type:

- | | | | |
|--|---|----------------------------------|-------------------------------------|
| <input type="checkbox"/> Self-Provided | <input checked="" type="checkbox"/> Caterer | <input type="checkbox"/> Taquero | <input type="checkbox"/> Food Truck |
|--|---|----------------------------------|-------------------------------------|

Describe the types of food that will be served and/or prepared and the equipment that will be used.

PERSONAL TOUCH - HIGH SCHOOL PROM FOOD

Note: Food Preparation

Food preparation can be accomplished using electric appliances only. No propane, gas or open flame cooking is allowed indoors, with the exception of sterno heaters. Food preparation tent on view court must have ground cover to protect pier from spills.

Note: Permits for Food Vendors
The San Diego County Environmental Health Services Department issues permits for food vendors at special events. If your event includes food vendors, contact the Department at (800)253-9933 for information on obtaining the required permits.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

Broadway Pier & Pavilion Event Application and Agreement

Event Set-Up Information and Guidelines

Staging/Flooring

Company: SOS ENTERTAINMENT

Company: _____

Type: TBD (SOS TO PROVIDE) Size: _____

Type: _____ Size: _____

Describe Usage:

Decorations

Note: Fire detectors will be turned off if you have any hanging decorations hanging from the ceiling beams. Balloons are prohibited. An on-site fire watch will be required if detectors are turned off.

Are you hanging decorations from the ceiling beams? Yes No

Describe:

TBD (SOS TO PROVIDE)

Tents / Canopies

Company: TBD (SOS TO PROVIDE)

Note: Tents larger than 10' x 20' will require Fire Marshal Approval. Tents may be secured with weights. No tent supports may be mounted onto the floor of the terminal or pavement of the pier.

Type: TBD (SOS TO PROVIDE) Size: _____

Type: _____ Size: _____

Describe Usage:

Fencing / Barricades

Company: N/A

Company: _____

Type: N/A Size: _____

Type: _____ Size: _____

Describe Usage:

Pollution Prevention and Waste Removal Plan

The Port requires that you implement Best Management Practices (BMP) to prevent pollutants from reaching the storm drains or bay. Required waste removal BMPs include the use of covered trash dumpsters and prompt trash removal upon following your event. If your event will generate significant amounts of waste, you are required to supply dumpsters. "No leak" dumpsters are recommended. Pollution prevention BMPs include preventing and containing any fluid spills and leakage from dumpsters, machinery, etc. by placing dumpsters on tarp, placing berms around dumpsters, placing protective materials and berms over storm drains, and keeping a spill kit on site. You need to ensure that all residual cooking grease and oil are removed from the site and disposed of properly; and that no grease and oil run onto the pier pavement. Any dumpsters brought onsite must be removed as soon as possible following your event. Any delay must be pre-agreed upon with permitting staff. Also critical is the prevention of trash being blown into the bay through the use of receptacles and the assigning of event support staff to be vigilant to pick up any trash dropped onto the pier. Storm drains must be identified and noted on the site plan. Covering or sealing storm drains as part of the initial set up is required.

Describe your plan for waste removal, including the providing of receptacles and dumpsters. Include number and size of dumpsters, if applicable, and the name of the company providing them. If necessary, please attach your plan to this application.

SOS ENTERTAINMENT / CATER WILL REMOVE

Recycling

The Port of San Diego strongly encourages the use of sustainable practices in event management. These include the use of reusable or recycled materials for food service as well as the recycling of all cans, bottles and all other recyclable materials. The commercial providers of waste receptacles for your event have available receptacles that may be designated for recyclables at your event. For information on holding green events, please see:

http://www.portofsandiego.org/public-documents/doc_download/3272-tips-to-have-a-green-event.html

Smoking Prohibited

Smoking is prohibited on Broadway Pier.

Fireworks and Pyrotechnics Prohibited

Fireworks and all pyrotechnic devices are prohibited on Broadway Pier. Only water-based smoke generators may be used.

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →

**Broadway Pier & Pavilion
Event Application and Agreement**

Event Set-Up Information and Guidelines

Site Cleanup and Repair

You are responsible for leaving the Broadway Pier facilities you use in the condition in which you found them. To this end, please be aware of the following:

Construction material cleanup: All materials from the construction of your event venue must be picked up and disposed of. This includes all nails, screws and other hardware. When left on a pier or facility floor, these items in particular constitute a hazard to public safety. It is your responsibility to inform all staff and subcontractors of this requirement.

Inadequate cleanup or damage to the facility: You are responsible for reimbursing the Port of San Diego for any additional cleanup that must be performed and for any damage to a facility or its contents as a result of your event. The charges for inadequate cleanup and damage include, but are not limited to the following:

Late removal of items including dumpsters, booths, attractions -- \$100.00 per day per item plus cost of removal if the Port of San Diego must remove the item(s) to meet operational requirements.

Damage: In the event of damage to the pier or a facility or its contents, the Port of San Diego will charge the cost of the repair, which will include labor and materials from the Port of San Diego and any outside contractor required to perform the repair.

The Port of San Diego staff labor rate for cleanup or other restoration is \$85 per hour for business hours. Weekend and non-business hours are charged at the time-and-a-half rate of \$127.50 per hour

SOS ENTERTAINMENT RESPONSIBLE FOR ALL ADDITIONAL FEES

Priority to Cruise Ship Calls

Cruise ship calls to the Port of San Diego are scheduled at least 18 months in advance. It is possible, however, that in an operational emergency Broadway Pier will be required on short notice to accommodate a cruise ship call. If a cruise ship call is required, Broadway Pier will be closed to any event on the day preceding the cruise ship call as well as the day of the call. While this possibility is remote, your event could be precluded by an emergency cruise ship call. In this event, you will be fully refunded any deposit and fees that you have remitted to the Port of San Diego in conjunction with the renting of a facility(s) on B Street Pier. In an operational emergency, your event on Broadway Pier may be precluded in order to accommodate a cruise ship call to the Port of San Diego.

Parking & Traffic Control

Please note that with the exception of vehicles loading or unloading in support of set-up or take-down of an event, there is **No Parking on Broadway Pier**. Any organizer planning to conduct an event with expected attendance of five hundred (500) or more persons will be required to provide an off-site parking locations and/or shuttle service plan and traffic control personnel for the event from either the City of San Diego or Port of San Diego. Please Attach your parking and traffic control plan.

Restroom Facilities

Broadway Pier has a men's and a women's restroom on the exterior of the Port pavilion that are available for events held outside of the pavilion. For outside events, if your anticipated attendance is greater than 250 but less than 500 persons, you are required to have on-site at least one portable restroom to augment the existing restrooms, along with one additional portable restroom for every additional 250 persons. For events inside the Port pavilion, four additional restrooms are available and you are not required to provide portable restrooms in support of your event.

Custodial Services

Port staff will work with you to determine your custodial needs and arrange for these with our outside service to provide for them. Custodial service includes pre- and post-event cleanup along with on-site custodial service to spot-clean and maintain restrooms. Your custodial service is not included in the fee that you pay for your event permit. Please note that custodial service does not include cleaning up and disposing of construction materials from booths and other major setup items.

Potable Water & Wash Facilities

Potable water is available in the restrooms on Broadway Pier; however there are no facilities on the pier or in the pavilion for washing cookware, dishes, utensils and other event-related items. Cold water is available on both floors of the facility. Please advise Port staff of your hot water needs to ensure that access to hot water sources at the facility can be arranged.

Electricity

110-volt electricity is available from outlets inside the facility. The pavilion area has 200-amp show power, 110 v outlets on most of its stanchions. The Pavilion's exterior has 3 corners that supply 50amp/220v, where spider boxes can be used. A generator is another option. You are responsible for providing an electrical source for an event on the pier.

Marine Events Permit

If this permit request involves any type of water activity, a separate permit from the United States Coast Guard may be required. Please contact the United States Coast Guard Sector San Diego Marine Events Permitting office at 619-278-7261 or 278-7233.

Additional resources

Please visit: <https://adata.org/publication/temporary-events-guide> and, https://www.ada.gov/regs2010/titleIII_2010/titleIII_2010_regulations.htm

I acknowledge that I am aware of the Port of San Diego requirements listed on this page and understand my responsibilities.

Initial Here →



Broadway Pier & Pavilion Event Application and Agreement

Deposit & Fee Information

Deposit

The Port of San Diego requires a damage deposit for use of a facility(s) on Broadway Pier. This amount ranges from \$2,000 to \$10,000, depending on the potential impact of the proposed event.

The deposit for your proposed event is \$ 2000

I acknowledge that I owe the Port of San Diego the above deposit amount, to be paid via check or credit card.

PAYABLE BY SOS ENTERTAINMENT

Initial Here →

Fee

The fee for your proposed event is \$ 9000

If you cancel all or a portion of this event within 90 (ninety) days of the event date, the Port of San Diego will retain 25% of your fee for the portion of the event that was canceled.

I acknowledge that I owe the Port of San Diego the Above deposit amount, to be paid via Check or credit card.

PAYABLE BY SOS ENTERTAINMENT

Initial Here →



**Broadway Pier & Pavilion
Event Application and Agreement**

Terms and Conditions for Park Permit Applicants

Use of facilities on the San Diego Unified Port District Broadway Pier is subject to the following terms and conditions:

1. Applicant shall comply with all applicable laws, rules, regulations and requirements of the Port District and other governmental entities.
2. All or any portion of the refundable security deposit (if applicable) shall be available unconditionally to the Port for the purpose of cleaning or repairing damages to the property post the permitted event. The refund process does not start until 10 days after the event. The Refund process may take up to 30 - 60 days depending on your form of payment.
3. Either party may cancel this permit by giving twenty-four (24) hours' notice to the other party. In the event of an emergency, such cancellation shall be without liability of any nature. Applicant is subject to a cancellation fee of \$35 if applicant provides less than sixty days written notice to the District of cancellation of a scheduled event.
4. This permit shall not be transferred or assigned.
5. Applicant shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless San Diego Unified Port District ("District") and its officers, employees, and agents for any and all liability, claims, judgments, damages, proceedings, orders, directives, costs, including reasonable attorneys' fees, or demands arising directly or indirectly out of the obligations undertaken in connection with this Permit, or Applicant's use, occupancy, possession or activities on the Premises, except claims or litigation arising through the sole negligence or willful misconduct of District. It is the intent of this Paragraph that Applicant indemnify and hold harmless District for any actions of Applicant or District, including duties that may be legally delegated by Applicant to third parties, except for those arising out of the sole negligence or willful misconduct of District. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue District for liabilities arising out of Applicant's use, occupancy, possession, or activities on the Premises, or arising from any defect in any part of the Premises.
6. Applicant must provide certificate of insurance coverage naming the "San Diego Unified Port District" as an additional insured. Insurance coverage must be in force for the duration of the event, including setup through take-down days. The Port of San Diego requires a minimum of \$1,000,000 for personal and bodily injury, one person and one occurrence; and a minimum of \$1,000,000 coverage for property damage for small events of 500 or less. For events over 500, the minimum increased to \$2,000,000 per occurrence with a \$4,000,000 general aggregate. The same organization named as the insured on the certificate of insurance should also be listed in the applicant blank on this permit application.
7. The rights and privileges extended by this permit are **non-exclusive**.
8. Applicant shall not engage in any activity on Port District property other than the activity for which this permit is expressly issued. This permit may be terminated immediately by the Port District for misrepresentation of permit information, violation of the law or activities causing an unreasonable risk to public safety (as determined by any public safety agency).

Attachments provided (Applicant check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Fire Marshal | <input type="checkbox"/> Insurance Certificate (COI's) | <input type="checkbox"/> Medical Services Plan | <input type="checkbox"/> Waste Removal Plan |
| <input type="checkbox"/> Security Deposit | <input type="checkbox"/> Security Plan | <input type="checkbox"/> Pollution Prevention Plan | <input type="checkbox"/> Site Plan Diagram |
| <input type="checkbox"/> Fees | <input type="checkbox"/> Parking & Traffic Control Plan | <input type="checkbox"/> Evidence of not-for-profit status (501(c)(3) required) | |

I certify that the information contained my permit application is true and correct to the best of my knowledge. I understand and agree to abide by the rules and regulations governing the proposed special event under the San Diego Unified Port District Code.

Applicant Name (PRINT)

Applicant Signature

Date

Submit application, attachments and fees to: Port of San Diego Park Permits, P.O. Box 120488 ,San Diego, CA 92112-0488

Port of San Diego Approval

Special Events Associate Signature

Date

Manager Signature

Date