

## **Terms and Conditions**

Site booking will not be confirmed until the security deposit is received by SOHO. Balance is due 15 days prior to the day of the event. Please make checks/money orders payable to: Save Our Heritage Organisation. Security deposit is refundable in whole or part after an evaluation of the site conditions and cleanup post-event by SOHO staff, and/or any time overages beyond the contracted rental period. Any refundable amount will be returned within one week of the conclusion of the event.

### **Scheduling**

No other events will be scheduled during your reserved site rental period. However, the Marston House Museum & Gardens exists for the enjoyment and education of every visitor and remains open to the public while weddings are taking place. As a public facility, we cannot guarantee complete privacy nor allow wedding parties to disrupt or disturb the activities of other visitors during hours of museum operation.

- The Marston House Museum is open to the public year round. Hours of operation are Saturdays and Sundays, 10am-5pm, excepting Christmas Day.
- Site rental periods taking place during any or all museum hours of operation are subject to an additional \$300 charge.

### **Site Rental Period**

Your site rental period encompasses the entire time you will require use of the property, including:

- Deliveries and set-up
- Event
- Break-down and clean-up

**For scheduling purposes,** a 100-person event typically requires two-hours to deliver equipment/furnishings and set up, and at least one-hour to break down and be off property.

- No site rental period may extend past sunset. As sunset changes seasonally, SOHO will ascertain the time of sunset on the day of your reserved event in terms of a selected site rental period extending into late afternoon/early evening.
- All events (celebration/festivity) must end one hour before sunset.
- All guests must vacate the property no later than 30 minutes after the conclusion of the event.
- All vendors/delivery trucks must vacate the property by the expiration of your site rental period.
- All clean-up must be completed by the expiration of your site rental period.
- All items must be delivered and removed within the site rental period time. If deliveries or pickups are to be made for items associated with the event and do not fall within your site rental period, additional fees at the hourly rate will be charged.

### **Courtesy One-Hour Wedding Rehearsal Period**

- Applicable prior to the day of the event, and must be scheduled with the site coordinator; the courtesy one-hour rehearsal period will not be applied to the day of your event or attached to/included in your site rental period.
- No furnishings, deliveries, etc., may take place during your courtesy one-hour rehearsal period.

### **Cancellations**

- Cancellations must be made at least 60 days in advance for refund.
- In the event of a cancellation, the SECURITY DEPOSIT IS NON-REFUNDABLE.

## **Liability**

- Renter will provide liability insurance naming Save Our Heritage Organisation as an additional insured in the amount of one million dollars.
- All renters assume responsibility for their party's compliance with the rules and regulations at the Marston House Museum & Gardens. SOHO reserves the right to ask any guest who acts in an unruly manner or refuses to follow SOHO policies to leave the premises.
- Due to a lack of storage space, all personal effects, floral arrangements, and all other event decoration must be removed from the premises immediately following your event. SOHO cannot be held responsible for damage to, or loss of, any articles left at the Marston House Museum prior to, during, or following your event. All unclaimed items will be discarded or donated to local charitable organizations. Security arrangements should be made for all merchandise or articles set up for your planned event.

## **Amplified Sound and Music**

- Please take into account that the Marston House is in a residential area when making your entertainment selections. Sound of any kind is subject to specific residential area decibel level requirements.
- A decibel limit of 65 is required, and monitored by Marston House staff. Due to City of San Diego noise restrictions, the bass must be turned down as low as possible, and subwoofers are prohibited.
- Should the volume from your group's entertainment/public address system create a disturbance, the Marston House staff reserves the right to have the volume lowered, and if necessary, continue without amplification.
- All amplified music must end one hour before sunset.

## **Furnishings/Rentals**

- When renting the Marston House Museum grounds, SOHO does not provide any chairs, tables, linens, audio equipment, etc.
- Renters are free to choose their own rental company; we do not restrict you to a specific list (Ranch Events is frequently selected by our renters and therefore familiar with the property).
- No flowers or greenery from the Marston House grounds are to be clipped for use at your event, and no potted plants are to be moved.

## **Set Up**

- All delivery and set up of furnishings, decor, food, etc., is to begin at the start of your site rental period.
- No deliveries may be made prior to your site rental period.
- No delivery trucks, vehicles, etc., are permitted on the Marston House driveway or grass at any time (this includes for loading and unloading purposes).
- No delivery trucks or delivery personnel, or guests are permitted on the adjacent, private Burnham Residence parking lot at 3565 Seventh Avenue; violators will be cited and/or towed from this lot.

## **Decorations**

- The SOHO site rental coordinator must approve all decorations at the time of deposit. All decor is to be freestanding.
- All garden furnishings, artifacts, and historic elements must remain in place. If movement of these items is necessary it must be requested in writing to the SOHO site rental coordinator at the time of the deposit, but may not be permissible.
- No Marston House property flowers or greenery may be clipped or used.
- Signs, banners or arrows giving directions to your event are not permitted other than that of your immediate designated area.
- Staging, platforms, tables, risers, etc., shall not damage property, turf, shrubbery, or irrigation. Items cannot inhibit public access [SDMC 63.0102(b) (25)].
- Do not tie off anything (ropes, banners, signs, etc.) to trees, plants or shrubbery. To injure, destroy, cut or remove any tree, shrub, plant, wood, turf, grass, soil, or rock in or growing in any park area is prohibited [SDMC 63.0102(b) (4)].
- Renter may not stake, or dig anything into turf [SDMC 63.0102(b) (4)]. Tented events must receive special permission, and cannot utilize stakes to secure them.
- Candles may be used, but must be weighted and placed in a durable glass container (hurricanes/lanterns) set away from vegetation.
- No inflatable bounce houses/equipment is permitted on the Marston grounds.

## **Open Fire/Flames**

- Contained BBQ's and Bunsen burners used by caterers are permitted and must be set away from structures and vegetation.
- Fire pits are not permitted on the Marston House grounds.
- Fire-themed entertainment is not permitted on the Marston House grounds.
- Candles may be used in decoration, but must be placed in secure, weighted glass containers (hurricanes/lanterns), and set away from vegetation.
- Standing propane fueled patio heaters are permitted

## **Power and Water**

- Guests must provide their own power via an approved generator, under which a drip pan must be placed. Cables must be properly covered and must not impede pedestrian traffic at any time. Generators cannot be placed adjacent to the canyon rim, and must be monitored.
- Water hookup is not furnished or provided.
- There are limited exterior light sources available at the Marston House; therefore, all events must end one hour before sunset.
- Electric lighting is provided at the restroom area only.

## **Clean Up**

- Cleanup must be completed within the site rental period time.
- Renter shall be responsible for all cleaning up after the event. Cleanup and proper disposal of litter and debris generated by participants in the activity is the renter's responsibility.
- You will be charged with any increased costs to the City or to the Marston House Museum & Gardens due to either the failure to comply with any of the terms of your permit or the violation of any laws.

**Smoking**

- The smoking of cigarettes, cigars, e-cigarettes and vape pens is strictly prohibited on the Marston House grounds.

**Parking**

- Marston House does not provide valet or shuttle services.
- Electronic parking maps are provided for you to
  - Email to your guests
  - Print out and mail to your guests
  - Use with your invitation
- Vehicles/delivery trucks are not permitted on the Marston House driveway, lawn or grounds at any time (this includes for loading and unloading purposes).
- All motor vehicles are restricted to public roadways.
- The use of a private valet service, or shuttle/mini-bus service is heavily encouraged to bring guests to and from the site.
- Large charter buses and like-sized vehicles will not be able to maneuver Seventh Avenue. Shuttles may drop guests off at the driveway but will be prohibited from parking on Seventh Avenue.
- Because the Marston House is in a residential area and the home is an active museum, parking is strictly enforced.
- Balboa Drive closes daily at midnight. The gates open at 7am. Vehicles not removed prior to gate closure may be cited under SDMC.
- Guest parking/delivery trucks are prohibited at the private Burnham Residence parking lot immediately adjacent to the Marston House, at 3565 Seventh Avenue. Please inform your guests, as violators will be towed.

**Restrictions**

- Smoking is strictly prohibited on the grounds of the Marston House Museum, this includes cigarettes, cigars, e-cigarettes and vape pens.

**With Your Rental You Get**

- The use of one of San Diego's most beautiful historic sites.
- SOHO site rental coordinator (site rental coordinator does not act as a wedding/event planner).
- Restroom facilities.
- Measured plans of the gardens for convenient planning.
- A parking map to include in your invitations for your guests.