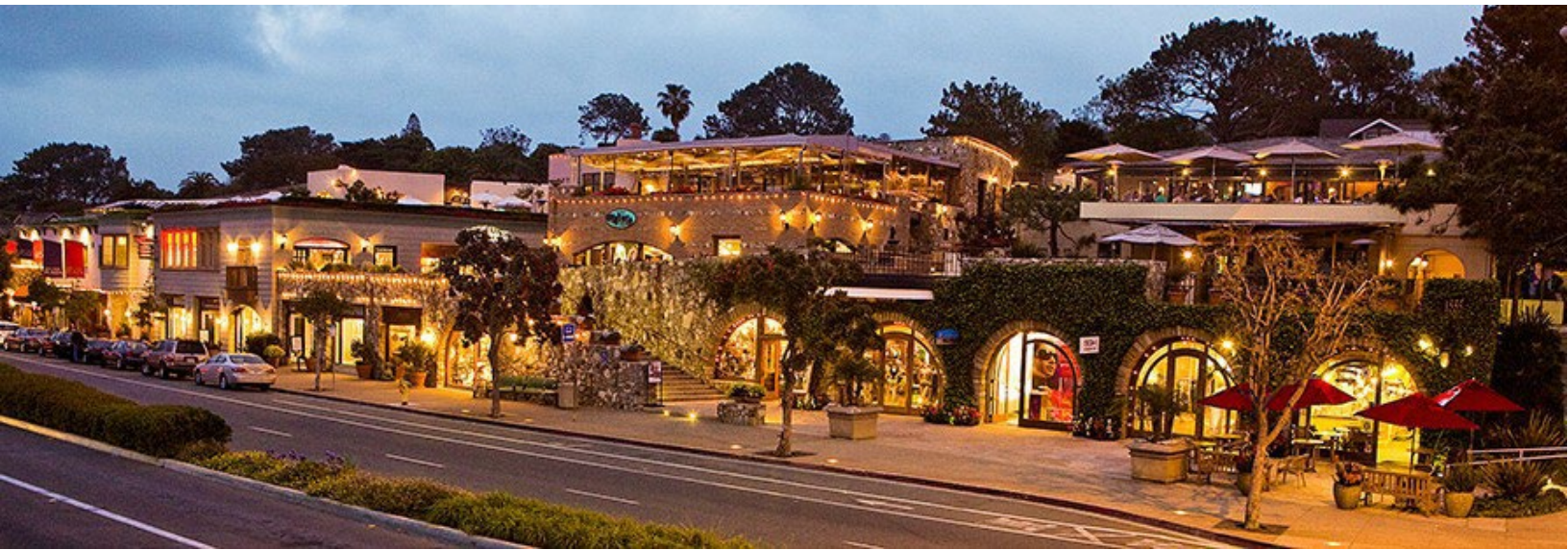




SEASIDE SPLENDOR



**OCEAN VIEW DECK &
CANYON VIEW GARDEN
RENTAL INFORMATION
& APPLICATION**



Welcome!

We are happy you are considering Del Mar Plaza as a potential venue for your future event. Conveniently located in the heart of Del Mar Village, Del Mar Plaza offers a one-of-a-kind venue experience. Whether you're looking for dramatic Pacific Ocean views on Del Mar Plaza's Ocean View Deck or the secluded Canyon View Garden, these beautiful venues provide the perfect location and ambiance for your memorable event. The Ocean View Deck can accommodate up to 300 people, while the Canyon View Garden can hold up to 100 people. Events at Del Mar Plaza may include:

- Wedding ceremonies
- Wedding receptions
- Rehearsal dinners
- Conventions
- Corporate events
- Professional, academic and social organization events
- Family occasions and reunions

We invite you to tour our venues and experience the best view in Del Mar!

Thank you,

Diana Betancourt

858-847-2284

dbetancourt@brixtoncapital.com

DEL MAR PLAZA

FACILITY USE APPLICATION

Please complete and return to Del Mar Plaza Management

DEL MAR PLAZA FACILITIES: *(Please check the facility that applies)* OCEAN

VIEW DECK CANYON VIEW GARDEN

APPLICANT INFORMATION

APPLICANT NAME: _____

CORPORATION OR ORGANIZATION (if applicable) _____

DBA: _____

FEDERAL 501(c)(3) ORGANIZATION YES NO

FEDERAL 501(c)(3) ID # (9DIGITS) _____

If yes, a copy of the 501(c)(3) tax exemption letter is required and must be attached to application.

FEIN# _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____

CELL PHONE NO. () E- _____ ALT PHONE NO. () _____

MAIL ADDRESS:

DAY OF EVENT COORDINATOR CONTACT:

NAME _____

CELL PHONE NO. () _____ ALT PHONE NO. () _____

EMAIL ADDRESS:

EVENT INFORMATION DATE

OF EVENT _____ TYPE OF EVENT _____

ESTIMATED ATTENDANCE _____ LENGTH OF EVENT _____

EVENT START TIME _____ EVENT END TIME _____

**OCEAN VIEW DECK & CANYON VIEW
GARDEN RENTAL RATE SHEET**

OCEAN VIEW DECK

- 8-hour max, see exhibit below for ocean deck map
 - Full deck rental ***SPECIAL PERMISSION REQUIRED***
 - Max 300 attendees, depending on configuration/7,865 square feet
 - Center Turf rental (Max 100 attendees)
 - Teak lounge rental (Ideal for 25-40, max 50 attendees)
 - *Can combine Center Turf and Teak Lounge for maximum 150 guests.

	High Season Peak Day	Low Season Peak Day	High Season Non-Peak Day	Low Season Non-Peak Day
Full Deck Rental*	\$10,000	\$7,500	\$7,000	\$5,000
Center Turf Rental	\$5,000	\$3,500	\$3,000	\$1,500
Teak Lounge Rental	\$3,000	\$2,000	\$2,000	\$1,000

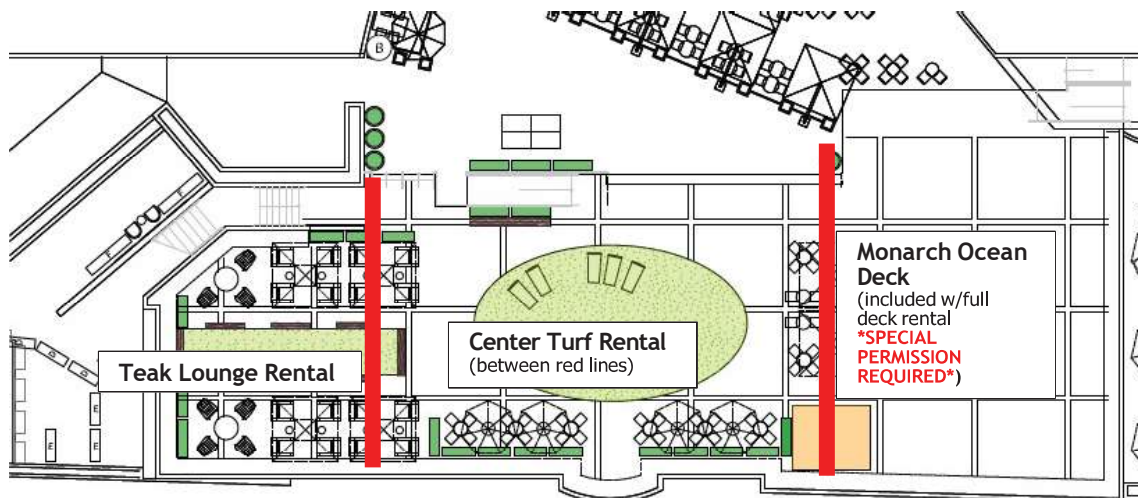
- ***SPECIAL PERMISSION REQUIRED FOR FULL DECK RENTAL***
- High Season is June through October
- Low Season is November through May
- Peak Days are Thursday through Sunday and some holidays
- Non-Peak Days are Monday through Wednesday excluding some holidays

Canyon View Garden

- Canyon View Garden – 8-hour max
 - Entire space available for use – \$500 (High Season, any day), \$250 (Low Season any day)
 - Max 100 attendees/4,080 square feet

All pricing and availability are subject to changes and Property Management approval.

Ocean View Deck Map



Facility Charges:

Porter/Restroom Attendant

Mandatory per 25 attendees – One (1) day porter (4-hour minimum, 4 porter maximum) at \$35 per hour.

- 1-25 guests – \$140
- 26-50 guests – \$280
- 51-75 guests – \$420
- 76-100 guests – \$560

Security

Mandatory if alcohol is served.

- \$50 per hour per guard (4-hour minimum) \$200

Relocation and Replacement of Deck Furniture

- Partial deck furniture relocation and replacement –\$500
- Whole deck furniture relocation and replacement –\$900
- Custom fee can be arranged based on desired furniture layout

Mandatory Clean Up Fee

Professional cleaning crew, day after event. Price includes trash and debris removal, sweeping and pressure washing of the full deck area.

- \$300

Temporary Use Permit Fee

City of Del Mar requirement.

- Required for parties over 50 attendees – \$600
- Required for shade structure
- See attached application

501c3 Non-Profit Rates

Non-profit rates are available. Proof of IRS Tax Exemption for the 501c3 must be provided.

**Fees are subject to change **

TERMS AND CONDITIONS

1. Application. Complete Del Mar Plaza Facility Use Application and return to Del Mar Plaza Property Management in person at 1555 Camino Del Mar #315B, Del Mar, CA 92014 or via email at dbetancourt@brixtoncapital.com. Your event date will be held for 72 hours, during which time the application must be completed and returned and the \$200.00 deposit must be received. For any questions, please call Property Manager, Diana Betancourt at (858) 847-2284.
2. Permits/Licenses. Applicant must observe and comply with all City, State and Federal laws, ordinances, rules, regulations and code requirements applicable to the Event Location or the Event. You shall procure and keep in full force and effect, at Your sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center(s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Event (collectively "Authorizations"). You must notify us immediately if You fail to obtain the required permits and licenses prior to commencement of the Event, which may result in a cancellation or postponement until such time as the Authorizations are obtained. A copy of any required permits or licenses shall be provided to Us ten (10) days prior to commencement of the Event. The provision of such permits or licenses to Us is a condition precedent to any access to the Event Location. If there is a fee or fine imposed by the City for failure to obtain necessary authorizations, you will be responsible for paying such fines, penalties and charges.
3. Consideration/Payments. In consideration of the above, Applicant agrees to pay to Del Mar Plaza a \$200.00 non-refundable deposit, due when the applicable forms are presented to the management company. The deposit will be applied to the rental fee, granted no damage charges have been assessed. All checks should be made payable to *Brixton Del Mar Plaza TIC, LLC*. Note: completion of the application does not guarantee the date requested or that the event has been or will be approved. A representative will contact your organization within 2 weeks of submission of the application. Proof of insurance is due upon notice of an approved application. The Certificate of Insurance (COI) requirements are listed in Exhibit B as referenced in the Agreement.
4. Insurance. Applicant hereby acknowledges and represents that it maintains a policy of General Liability and Property damage insurance in the amount of not less than Two Million dollars \$2,000,000 per aggregate / One Million Dollars \$1,000,000 per Occurrence for events held at Del Mar Plaza. Applicant shall furnish certificates thereof to Del Mar Plaza naming Del Mar Plaza, its officers, directors, agents, employees, shareholders and any other party reasonably designated by Del Mar Plaza as an additional insured and loss payee. If such certificate is not supplied with seven business days following the execution of this Agreement, Del Mar Plaza may terminate this Agreement in which event all fees shall be prompt returned to Applicant. Lapse or cancellation of the required insurance shall be an immediate and automatic breach of this Agreement.

Please see Insurance and Additional Insured below: Additional

Insureds:

- (1) BRIXTON DEL MAR PLAZA TIC, LLC, a Delaware limited liability company
- (2) MCI DEL MAR PLAZA, TIC, LLC, a Delaware limited liability company
- (3) BRIXTON INVESTMENT MANAGEMENT, LLC, a Delaware limited liability company
- (4) BRIXTON MANAGER, LLC, a Delaware limited liability company
- (5) US BANK

Certificate Holder Info:

OWNER: BRIXTON DEL MAR PLAZA TIC, LLC MCI
DEL MAR PLAZA, TIC, LLC 120 S.
SIERRA AVENUE
SOLANA BEACH, CA 92075

5. General Indemnity. The Applicant hereby agrees to indemnify and hold harmless Del Mar Plaza, its owners, employees and agents, from and against any and all losses, damages, claims, demands or liability of any kind or nature whatsoever, including without limitation legal expenses, arising out of possession, use, including but not limited to, injury, death, property damage, or fines or penalties resulting from the violation by the Applicant of any applicable law. Del Mar Plaza shall have the right to tender the defense of any such claims to the Applicant, or to elect to defend such claims with counsel of Del Mar Plaza's choice. The Applicant agrees to cooperate, at its own expense, with Del Mar Plaza in the defense of such claims.
6. Set-Up/Clean-Up. Applicant shall be solely responsible for all set-up and clean-up of Del Mar Plaza Facilities used by Applicant before, during, and after Applicant's event. The Del Mar Plaza Facilities must be paid for the by the hour, including setup and clean-up time. Licensee must clean the Del Mar Plaza Facilities after the event and leave the facility in the same condition as when Licensee arrived (clean, orderly and without damage). All garbage and trash must be stored in an adequate, sanitary, closed container, not visible to the public, within the Event Location or the Shopping Center as directed by Us. You must dispose of such garbage and trash daily, or more frequently if required by the circumstances.
7. Equipment/Furniture. The Applicant may use existing outdoor furniture consisting of tables, chairs, umbrellas and lounge seating at no additional cost. If Applicant chooses to remove furniture for their event, the Del Mar Plaza's preferred furniture moving vendor will be contracted to move furniture off site at the sole cost to the Applicant. Applicant is responsible for renting all additional furniture and equipment for their event. Applicant shall furnish and pay for all labor needed to set up and take down displays, if any. Unless otherwise provided herein, should you shall provide tents, tables, chairs, table skirting, enclosures and/or signs, these items shall be subject to the prior approval of Del Mar Plaza Management. Applicant must furnish all display fixtures, the design, size, and quantity of which will be subject to prior written approval. Display fixtures must be of professional quality, well designed and maintained, and must be aesthetically complimentary to the surroundings of the Del Mar Plaza. Any unapproved fixtures may be removed by Del Mar Plaza personnel, and you will be obligated for the cost of removal and storing any such fixtures.

Load in and load out of the Del Mar Plaza must use the freight elevator or temporary loading area. Any and all equipment and merchandise must be hand-carried into the Del Mar Plaza or, if dollied, dolly must have wide rubber wheels only.

8. Inspection. Del Mar Plaza Management shall always have the privilege of inspecting the facility.
9. Alcohol. An approved Alcoholic Beverage Control day use permit is required for all events serving alcohol. Ownership must approve and sign the ABC application in order to obtain the permit. Once the permit is approved, a copy of permit will be provided to Del Mar Plaza Management 2 weeks prior to event day with plan for compliance with all ABC permits and conditions. For information and/or to obtain the permit, please contact Alcohol Beverage Control www.abc.ca.gov (Ph# 760-471-4237) or the City of Del Mar: (Ph# 858-755-1524).
10. Parking. Applicant and their guests must pay current fees for parking spaces in the Del Mar Plaza parking garage. For events of over 150 attendees, Applicant must provide a Parking Plan for additional off-site parking. Loading zones may be used only when actively loading or unloading, NO EXCEPTIONS. Vendors and shared ride vehicles must not block driveways or garage and adhere to the posted parking signage. Failure to do so may result in vehicles being cited and/or towed.
11. Music. Amplified music (Live band or DJ) is allowed on the Plaza Deck. There are two dedicated 110 outlets on the Plaza Deck located at the north and south end of the deck. During the set-up walk-through this can be discussed. Due to City Ordinance, music cannot be played any later than 10pm. You may not permit loudspeakers, bull horns, televisions, radio equipment, flashing lights or other devices to be used in a manner to be heard or seen outside of the Del Mar Plaza without our prior written consent. ***Due to the close proximity of our residential neighbors, this is extremely important.***
12. Security. Applicant is required to contract with a Del Mar Plaza approved security vendor where any and all alcoholic beverages are being served. The area where alcohol is served must be stanchioned off and valid ID checked in compliance with all applicable ABC restrictions and requirements. Applicant may sell tickets in advance. All items to be sold at the Del Mar Plaza are subject to the prior approval of the Property Manager. You must hire and pay for the security officers that we deem necessary for the Event. You must obtain our advance approval with respect to the security personnel hired, and we may impose reasonable restrictions including insurance or bond requirements upon such personnel.
13. Sales. You must not sell or market any unlawful or counterfeit goods or services, or otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights. You must conduct the event in a professional, first-class and tasteful manner in accordance with our rules and regulations, as well as reputable business standards and practices. Applicant and their contractors may not hawk or otherwise create a nuisance; Applicant may not keep or display any merchandise outside of the location or otherwise obstruct these areas. Applicant may not distribute handbills or other advertising material around the Del Mar Plaza or on automobiles parked in the parking lots.

14. Smoking. Smoking or vaping is strictly prohibited on the Del Mar Plaza premises or its facilities, including public restrooms and hallways.

15. Decorations: Decorations must be freestanding and NOT stapled, taped, or anchored on or to any wall, or scattered on any floor or plant. All decorations must be removed upon conclusion of the event. ABSOLUTELY NO flower petals, rice, seeds, confetti, loose sand, or bubbles are to be thrown or dispersed on the Del Mar Plaza Facilities. Fireworks, sparklers and fog machines are prohibited. Candles must be enclosed in a votive or hurricane-glass covering. No items may be left overnight.

16. Preferred Caterers. Catering at DMP Facilities will only be provided by the following DMP restaurants unless otherwise approved in writing by the DMP:

- *Il Fornaio* (858) 755-8876 email: delmar@ilfo.com
- *Pacifica Del Mar* (858) 792-0476 email: melanie@pacificadelmar.com
- *Pacifica Breeze Café* (858) 792-0476 email: melanie@pacificadelmar.com
- *Monarch Ocean Pub* (858) 925-6047 email: rachel@socialsyndicate.com
- *Shimbashi Izakaya* (858) 523-0479 email: yoko@shimbashiizakaya.com
- *Tamarindo* (858) 369-0042 email: allisonp@mooseresrestaurantgroup.com

17. Cancellation. When an event is canceled in writing by the Applicant after the Agreement is executed by both parties, the non-refundable deposit will be forfeited. Events cancelled due to Covid-19 or inclement weather may be given the opportunity to reschedule at a later date, depending on availability. The Del Mar Plaza reserves the right to determine the severity of inclement weather and the opportunity to reschedule the event. DMP may cancel a special event based on severe weather, or for other emergent reasons, including but not limited to Covid-19 State and County health and safety directives. A full refund will be provided for events canceled by the Del Mar Plaza.

18. Safety. No electrical wiring shall be laid that would create a hazard to pedestrian traffic. Approved tape or appropriate floor covering is mandatory to secure electrical cords and must be no less than 3" in width. Absolutely nothing may be attached to any fixture in the Del Mar Plaza. You must provide a minimum clearance of fifteen (15) feet from any store front or kiosk. No hazardous, flammable or combustible materials may be brought onto the Event Location or any other part of the Del Mar Plaza. Applicant shall abide by all rules and regulations that with respect to the common areas, facilities, sidewalks and tenant relations. Applicant must comply with all state and federal ADA requirements.

Applicant hereby acknowledges that they have read and understand the Del Mar Plaza Facility Terms & Conditions

Applicant signature

Print name

Date

FOR OFFICE USE ONLY

APPROVED REJECTED

DATE: _____

MANAGEMENT SIGNATURE

DEPOSIT RECEIVED DATE: _____

INSURANCE RECEIVED DATE: _____

Fee

Description

FACILITY FEE \$ _____

SECURITY/PORTER \$ _____

CLEAN-UP FEE \$ _____

EXTRA CHARGES \$ _____

TOTAL FEE OF \$ _____ must be paid by (date of) _____ to BRIXTON DEL MAR PLAZA TIC, LLC.

INVOICE # _____ AMOUNT \$ _____ DATE REC'D: _____

COMMENTS: