

Summer 2015 Facilities and Services License Agreement

Conference Name:	[Client]
Agreement Number:	[Agreement Number]
Check In Date:	[First Check in Date]
Check In Time:	[First Check in Time]
Check Out Date:	[Last Check out Date]
Check Out Time:	[Last Check out Time]
Contact:	[Client]
Title:	[Title of Client]
Conference Group Name:	[Client]
Address:	[Address of Client]
City, State, Zip:	[City, State, Zip of Client]
Email:	[Email of Client]
Phone:	[Telephone Number of CLIENT/AGENT]

Description of Parties:

This License Agreement (Agreement) is made and entered into on [Contract Date] at Camarillo, County of Ventura, State of California by and between the Board of Trustees of the California State University (CSU), by and through its member campus California State University Channel Islands (CI) and [Name of Organization/Client] through its duly elected or appointed, qualified and acting representative. The representative for the CLIENT who is authorized to sign and enter into this License Agreement, and/or is the CLIENT's appointed on-site coordinator, is hereinafter referred to as AGENT. Employees, members, and guests of the CLIENT who use CI's services and facilities are hereinafter referred to as PARTICIPANTS.

CLIENT agrees to compensate and otherwise abide by the terms and conditions of this AGREEMENT for the right to use certain facilities and services as outlined in this AGREEMENT. All Riders and Exhibits attached shall be included as a part of the Agreement.

In order for CI to confirm and block space for CLIENT, CI must receive the signed AGREEMENT with a deposit of 25% of the fee as specified in the **RIDER A** worksheet. Receipt of the signed AGREEMENT and deposit must occur within thirty (30) days from the date of the AGREEMENT. If CLIENT fails to return the signed AGREEMENT and deposit within the 30 day period, CI makes no guarantee that space will be available but will make best efforts to accommodate CLIENT based on current availability.

Client Purpose Statement:

[TO BE COMPLETED BY CLIENT]

GENERAL TERMS

I.I. Agreement.

CI shall provide facilities and services in accordance with the terms and conditions of this AGREEMENT, and the attached Riders and Exhibits, which by this reference are incorporated herein and made a part of this AGREEMENT.

- Rider A Cost of Housing, Dining, Facility and Administrative Services Worksheet
- Rider B Additional Terms
- Exhibit A Conference Rules and Regulations
- Exhibit B Required Submissions

I.2. Check-In and Check-Out Periods.

Each period is limited to two hours. CI will schedule one, 2-hour period for PARTICIPANTS to check-in, and one, 2-hour period for check-out on the dates as listed below. Check-in periods are scheduled to fall between the hours of **2:00 PM** and **6:00 PM**. Check-out periods are scheduled to conclude by **II:00 AM** on the departure date. Client may request check-in or check-out periods outside of the established periods, provided requests are received in writing no less than 21 days in advance of the check-in date. If CI is able to accommodate CLIENT'S request, CI will provide written confirmation of the alternate approved schedule. CI reserves the right to charge a fee of \$50.00 for special scheduling or in the event that individual PARTICIPANTS fail to observe the set check-in or check-out times. If assessed, these fees will be billed to the account of the CLIENT.

<u>Check In</u> [Insert Session Check In Date]

<u>Check Out</u> [Insert Session Check Out Date]

I.3. Facilities.

Rider A, "Cost of Housing, Dining, Facility and Administrative Services Worksheet" lists the facilities and services anticipated to be provided by CI. Although CI will endeavor to accommodate CLIENT's preferences with respect to assigned facilities, CLIENT understands and acknowledges that CI, in its sole discretion and without notice, reserves the right to change the facilities assigned to CLIENT.

- **1.3.1.** Schedule of Activities. CLIENT will provide a proposed Schedule of Activities to CI no later than sixty days before the session check-in date. The Schedule of Activities must describe the nature and proposed time and place of all activities the CLIENT has planned during the reservation period.
- **1.3.2.** Facility and Resource Worksheet. CLIENT must complete and return to CI a Facility and Resource Worksheet no later than sixty days prior to the session check-in date. The Facility and Resource Worksheet submitted must provide detailed information about the facility and resource needs requested of CI, including the size/capacity of each needed room, audiovisual and/or technical equipment, or other resources needed.
- **1.3.3. Roster of All Participants and Guests.** CLIENT must provide to CI a roster naming participants and staff members thirty days prior to arrival. In the event that changes to the roster occur (additions or deletions of individuals), CLIENT agrees to provide to CI written notice detailing the changes requested. CI will provide written confirmation of approved changes.
- **1.3.4.** Access to Campus Public Areas. PARTICIPANTS shall have non-exclusive access to outdoor public areas and grounds, including campus roads, paths and trails, provided that the areas are open to public access and their use does not cause a disturbance to other users.
- 1.3.5. Common Housing Facilities. PARTICIPANTS have non-exclusive use of common spaces within the housing facilities. Exclusive use of these common facilities may be reserved according to terms specified in Rider A.
- **1.3.6. Recreation Center**. Non-scheduled additional access to the Recreation Center by PARTICIPANTS may be arranged. Additional use will require the purchase of non-transferable guest passes and may incur

additional staffing costs if the planned use does not fall within the summer hours of operation of the Recreation Center. Additional charges will be included in **Rider A**.

- 1.3.7 Audio Visual Services. Use of audiovisual equipment is available for use without charge in areas where equipment is installed. In areas where equipment is not installed, audiovisual equipment is available to rent. In the event that the services of Cl audio visual technicians are required, a quote for services will be provided at the time the rental is arranged.
- **1.3.8. Parking.** As required by California State University policy, all vehicles parked on campus are required to display a valid parking permit. CLIENT may purchase parking permits in bulk to distribute to PARTICIPANTS as specified in Rider A. Additional permits are available for purchase, weekly permits can be purchased at the Conference Desk and daily parking permits may be purchased from any parking permit dispenser. Parking rules and regulations are posted online at www.csuci.edu/publicsafety/parking/parking regulations.htm, copies will be provided upon request.
- 1.4. Number of PARTICIPANTS. CLIENT is responsible for reviewing Rider A for accuracy. CLIENT acknowledges that billing shall be based on **Rider A.** CLIENT review includes, but is not limited to information related to lodging accommodation: quantity, style and rates listed, the number of participants, special arrangements for equipment, facilities, and meals.

At any time, if CLIENT desires to increase the number of PARTICIPANTS, CI will accept additional PARTICIPANTS based on the availability of space. For purposes of meal service, any increases to the guest count must be made 5 business days in advance of the first meal period. A non-refundable booking deposit of \$50.00 per additional PARTICIPANT must be received within 10 days of CI's approval to add PARTICIPANT/S to guarantee the additional space reservation. CI will not reduce charges if the CLIENT does not fully occupy the space reserved.

If the PARTICPANT count increases beyond what is listed in Rider A, CLIENT agrees to provide written Notice of Final Minimum Guarantee for Housing and Food Services along with an updated Roster of All Participants and Guests at the time the increase is approved.

I.5. Payments.

1.5.1. Full payment for the contracted facilities and services is required generally in accordance with Exhibit B: *Required Submissions,* but more specifically as follows:

Due upon signing of Agreement - 25% of **Rider A** (75% if AGREEMENT is signed less than 30 days prior to arrival)

Due the first day of the month prior to start of program- 25% of **Rider A**. Due no less than 15 days prior to check-in – Balance of **Rider A**.

The final conference invoice will be based on Rider A, Housing and Food Service check-in and key issuance records, Rider B and any adjustments as provided by this License Agreement. A final conference invoice will be issued within three weeks of the check-out date.

- **1.5.2.** Late Payments. Payments are due within 30 days of the invoice date. Any outstanding balances shall be assessed a monthly late payment fee of 2% of the amount overdue. Any dispute of charges must be received in writing by CI within 30 days of the invoice date in order to be eligible for review.
- **1.5.3.** Form of Payment. Payments may be made by check or by credit card. For payments made by credit card, a 2.75% convenience fee will be charged. Payments by check are to be made payable to <u>CSU Channel</u> <u>Islands Conferences & Events Office</u> and sent to the following address with a copy of the invoice:

Conferences & Events Office

California State University Channel Islands One University Drive Camarillo, CA 93012

1.5.4. Discounts. Cl offers the following discounts which will be applied to the final invoice.

Staff Housing. Cl offers a 15% discount to housing rates to supervisory residential program staff provided that the staff members monitor participant behavior to ensure compliance with terms of the License Agreement and University rules and regulations. This discount applies only to residential staff members who stay for the duration of the program and requires a 1:6 staff to PARTICIPANT ratio. The discount is not applicable to visiting program administrators or to staff members who do not stay for the duration of the reservation period.

Large Group. CI offers a housing fee discount of 2% for groups with more than 200 PARTICIPANTS (excluding staff.)

Youth Meal Rate. A youth meal discount rate of 10% will be extended to PARTICIPANTS who are 10years-old or younger, not to exceed 10% of the total payment due from the CLIENT for the session.

1.5.5. Cancellations. CLIENT requests for cancellation must be received in writing. Fees for cancellation shall be charged based on the following schedule and are due to CI 10 days after the date the written cancellation notice is received.

Cancellation Fee Schedule:

For cancellations received 90 days prior to the check-in date: 25% of the **Rider A** total. . For cancellations received 60 - 89 days prior to the check-in date: 50% of the **Rider A** total. For cancellations received 31 - 59 days prior to the check-in date: 75% of the **Rider A** total. For cancellations received less than 30 days prior to the check-in date: 100% of the **Rider A** total.

- 1.6. Personnel Background Checks. CLIENT acknowledges CI's requirement that CLIENTS hosting conferences on campus must obtain Live Scan fingerprints and complete background checks. CI requires CLIENT to provide a signed affidavit stating that they have complied with this policy and agree that all staff members will be Live Scan fingerprinted prior to arrival on campus. Proof of Live Scan clearance should be submitted to the Conferences & Events Office in the form of a written affidavit, signed by the CLIENT, confirming clearance. The affidavit must be provided in its original form with a wet signature. CI keys will not be released until the clearance is received. All expenses associated with Live Scan shall be borne by the CLIENT.
- 1.7. PARTICIPANT Medical Release CLIENT must maintain emergency contact information and medical release documentation readily available at all times for each minor (under 18 yrs.) PARTICIPANT who is unaccompanied by a parent/guardian. CLIENT agrees to provide evidence of emergency contact information and medical release documentation upon request by Cl. Medical release documentation must include authorization by one or both of the minor's parents or guardians to allow for medical treatment and transportation should accident or injury occur.
- **1.8. Insurance**. CLIENT shall provide a Certificate of Insurance and separate Additional Insured endorsement, naming the STATE OF CALIFORNIA, the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS, their OFFICERS, REPRESENTATIVES, AGENTS, and VOLUNTEERS as additionally insured parties. Proof of coverage in effect for the period of the conference or program is required, by companies licensed to write insurance policies in the State of California, which have a BEST rating of A: VII and with the following minimum coverage established:

General Liability: CLIENT shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$2,000,000. Such Insurance shall include coverage for participants in CLIENT'S programs that include minors or at-risk populations, and shall not contain any limitations/exclusions specifically with respect to coverage for participants or for sexual abuse, harassment or molestation (except for sublimits of liability that do not reduce the amount of coverage for sexual abuse, harassment or molestation only below \$1,000,000). The certificate of insurance and original additional insured endorsement must specifically refer to this coverage.

Business Automobile Liability: CLIENT shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation and Employer's Liability: CLIENT shall maintain limits no less than \$1,000,000 per accident for bodily injury or disease.

CLIENT shall provide evidence of insurance coverage at the time of execution of this AGREEMENT, or provide current insurance coverage information, with required insurance certificate to follow no later than thirty days prior to the session check-in date.

The CLIENT shall furnish the required proof of insurance in accordance with Exhibit B "Required Submissions". CLIENT agrees the insurance provided for herein shall be in effect at all times during the Reservation Period. In the event CLIENT fails to timely submit the certificate and endorsement of insurance, or fails to keep in effect at all times insurance coverage as herein provided, CI may terminate this AGREEMENT if CLIENT fails to remediate the problem within three business days of written notice received from CI. All cancellations are subject to the cancellation policy described in Section 1.9 of this AGREEMENT.

In the event that either the CI or the CLIENT becomes aware of any claim arising out of this AGREEMENT, each party agrees to identify, subject to applicable legal restrictions such as HIPAA, the name and address of the allegedly injured person, the time, place, and circumstances of the alleged incident, and the names of any available witnesses.

- 1.9. Indemnification. The CLIENT agrees to indemnify, defend and save harmless the State of California, the Trustees of the California State University, the University, their officers, employees, and volunteers from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation the performance of this AGREEMENT.
- **1.10. Default.** In the event the CLIENT or individual PARTICIPANTS violate any of the terms of this AGREEMENT, including but not limited to individual behavioral misconduct, late submissions, or financial obligations, LICENSOR may terminate the AGREEMENT and/or impose other penalties. In the event of default, LICENSOR will retain all payments made by CLIENT. Penalties for default may include one or more of the following:
 - **I.IO.I** Assessment of late fee(s) as follows:

I – 10 days late: \$100.00 per submission
II – 20 days late: \$200.00 per submission
More than 21 days late: \$300.00 per submission, plus an additional \$50.00 per day, per submission

- **1.10.2** Revocation of the AGREEMENT.
- **1.10.3** Notification of default to credit bureau organizations.
- **1.10.4** Charges for collection costs incurred by the University, its agents, contractors, and assigns in the collection of the delinquent obligation.
- **1.10.5** Legal action to collect unpaid obligations.
- 1.11. Rules and Regulations. CLIENT agrees to abide by, and shall require all PARTICIPANTS to abide by, all state laws, local ordinances, and CI rules attached hereto as Exhibit A: *Conference Rules and Regulations*, which are or may come into effect, and any subsequent written notices. Any Violation(s) of law or rules will be reviewed and may result in termination, for individuals or the group as a whole, of specific rights, or of all rights provided for in the AGREEMENT. In the event that rights are terminated, CI will not refund or discount for any rights repealed.

DINING SERVICES

- 2.1. Meal Plan Requirement. CLIENT agrees to purchase a meal plan for each Participant for the duration of the reservation period. Meal plans are provided by Catering Services through the University Glen Corporation (UGC.) A meal plan consists of three meals per day (breakfast, lunch and dinner) served at the dining facility or other agreed upon location and at the rate specified in **Rider A.** For every full day of stay, a complete meal plan must be purchased for each individual. The first and final day's meals may be prorated based on CLIENT request in conjunction with scheduled check in and check out times. Applicable sales tax on meal plans will be added to the final bill.
- **2.2.** Non-transferability. Meal plans are non-transferable, and discounts or refunds are not given for unused meals. All increases to the *Notice of Final Guarantee Minimum* must be submitted no later than 10 business days prior to the session check-in date.
- **2.3. Meal Plan Billing.** Meal plans will be billed according to **Rider A**. Should changes occur, the number of meals billed will be equal to the greater of: 1.) The number of meals outlined in **Rider A**, 2.) The number of meals indicated in the *Final Minimum Guarantee*, or 3.) The number of meals requested in writing by CLIENT which CI and UGC agree to accommodate.
- 2.4. Meal Times. Daily meals will be served during the hours listed below. Meal times will be provided in 45 minute increments and CLIENT will be provided with meal time choices. CLIENT will be allowed to choose their meal time on a first come, first served basis. If a meal time is not selected, one will be assigned. CLIENT will be required to exit the facility no later than their schedule meal period ending time. The exact time of CLIENT meals will be determined by CI in consultation with CLIENT. Due to a maximum capacity of 330 at Islands Café, CLIENT may be required to divide their participants into groups during dining times.

Breakfast	7am – 9:45am	(7am – 7:45am, 8am-8:45am or 9am-9:45am)
Lunch	l Iam – I:45pm	(11am-11:45am, 12pm – 12:45pm, 1-1:45pm)
Dinner	5:00 pm – 7:45 pm	(5pm-5:45pm, 6-6:45pm, 7-7:45pm)

- 2.5. Catering and Special Dining Arrangements. Catered events will be provided as specified in Rider A. Special Meal Arrangements and menus, including requested dietary restrictions, will be provided as reflected in Rider B. All meals shall be provided by on-campus food service providers unless otherwise approved in writing by University Glen Corporation (UGC). Catered events and special meal arrangements made less than 10 business days prior to the start of the event will be subject to an additional 10% service fee. If CLIENT cancels a catered event or special dining arrangement less than 10 business days prior to the start of the event, CLIENT agrees to pay fifty percent of the estimated catering cost. Cancellations received within five days prior to a catered event shall be billed to the CLIENT at the full cost estimate for the catering. CLIENT shall pay a standard 15% service fee, plus applicable taxes on all catered events and special meal arrangements.
 - **2.5.1** Additional Meals outside the Scope of Contract. Additional meals that exceed the pre-approved days and/or meal periods listed in the contract must be arranged 5 days in advance of your arrival to campus. Additional meals requested after this time will incur a 10% service charge per meal.
- 2.6 Off Campus Food. Food purchased or prepared off campus will not be permitted for conference clients. Daily snacks and late night catering items can be provided at the request of the CLIENT. A list of snack items and late night food service items are available at the client's request. Vending machines and satellite convenience stores may be made available for individual concessions. CLIENT is prohibited from reselling any food items on campus during the duration of the conferencing contract.
- 2.7 Chaperone Requirements. Chaperones will be required to attend meal periods with conference attendees under the age of 13. CLIENT will observe a 1:15 ratio during meal periods and will assign a lead chaperone to work with Islands Café Staff. CI Conference Staff will facilitate a brief meeting at the first meal period to introduce the identified chaperone to Islands Café Staff.

2.8 **To Go Policy.** All food provided by Island Café is to be consumed within the dining areas. At no time will CLIENT be authorized to remove any food from the premises or taken as a "To Go" item unless authorized by the Catering Manager or designee. Food items removed from Islands Café without the approval of the Catering Manager or designee will be charged the regular retail rate for that item.

HOUSING SERVICES & FACILITIES TERMS

- 3.1. **Residential Furnishings.** Standard furnishings include an extra-long twin bed, dresser, desk and chair.
- **3.2. Replacement Key Charge.** A \$25.00 replacement fee shall be charged for each lost, misplaced, stolen or damaged key card for residential rooms.
- 3.3. Linen Service. Optional linen service is available upon request at the rate and in the quantity specified in Rider A. Each set of linens includes one washcloth, one hand towel, two bath towels, one bath mat, two sheets, one pillow, one pillow case and one blanket. Unless alternate arrangements are made, linens are to be left on the bed upon check-out. CLIENT will be charged for lost, missing, or damaged linens. Current replacement charge is \$30.00 per item/set.
- **3.4. Housekeeping**. Cleaning of the residential units including bathrooms, during the reservation period is not provided unless otherwise agreed upon in writing. Housekeeping service for common areas is provided by Cl Monday through Friday, unless otherwise included in the contract. Cl reserves the right to charge supplemental housekeeping fees if CLIENT use requires the need for additional cleaning services which exceed the normal wear and tear of facility use. CLIENT is encouraged to schedule an inspection of the units reserved prior to check-in and again prior to check-out. If CLIENT chooses not to conduct a walk though, Cl's reasonable assessment will be used for damage billing.
- **3.5. Supervision**. CLIENT shall provide adult live-in supervision for all minor PARTICIPANTS. A minimum of one live-in chaperone, 18 years of age or older, is required in residence for every 15 minor PARTICIPANTS. A minor is defined as any person younger than 18 years of age. CLIENT shall also provide a minimum of one live-in chaperone for every 30 participants between the ages of 18 22 and one live-in chaperone for every 50 participants over the age of 22. 15% discount applies to those with a staff to student ratio of 1:6.
- **3.6. Right to Enter.** CI has the right to enter the facilities or premises occupied by CLIENT for the purposes of emergency, health, safety, maintenance, management of applicable rights and responsibilities, abandonment or surrender of the premises, exhibiting the premises to prospective renters or for any other lawful purpose. CI shall exercise these rights reasonably and with respect for PARTICIPANTS' right to be free from unreasonable searches, interruption and intrusions into privacy.
- 3.7. Non-Conference Overnight Guests. CLIENT agrees to submit a *Room Assignment Roster* to CI no later than 15 days prior to the start of the Reservation Period. Only paid PARTICIPANTS listed on the CLIENT provided *Room Assignment Roster* may occupy residential facilities. Non-registered guests occupying residential facilities will be required to leave the premises and a penalty of \$150.00 per non-registered guest per night will be added to CLIENT's invoice. Repeated violations may result in PARTICIPANT and/or group dismissal.
- **3.8. Maintenance of Facilities.** CLIENT shall maintain the area and facilities used by CLIENT at all times, and prior to check-out, restore the area and facilities to the same condition as received with the exception of normal wear and tear. CLIENT is responsible for damages incurred during the duration of the conference. CLIENT is responsible for the removal and proper disposal of all personal property as well as the removal of any posters, banners, CLIENT

equipment, supplies, etc., and any of the CLIENT's subcontractor equipment and supplies from all campus locations. If CLIENT fails to comply with this provision, CI shall bill CLIENT for the cost of restoring the area and facilities.

3.9. No Alteration. CLIENT shall not construct, alter, remove, place or attach any fixtures, signs or equipment, in or about, or upon said property or Facilities without written permission from CI staff.

ADDITIONAL TERMS

- **4.1. Force Majeure**. In the event of disaster or other condition beyond the control of CI that would render the Facilities inoperable or non-suitable for occupation or use, CI shall be released from any responsibility to provide services and shall bear no liability for any damage, loss, or other cost resulting from the unavailability of the Facilities, and in such event CLIENT's deposit(s) shall be returned.
- 4.2. Notices. All notices, requests and other communications shall be sent via one or more of the following methods:

CI:	CLIENT:
Conference & Events	[Client]
California State University Channel Islands	[Client AGENT], [Title of Client AGENT]
One University Drive	[Address of Client]
Camarillo, CA 93012	[City, State, Zip of Client]
Email: <u>summer.conference@csuci.edu</u>	[Email of Client AGENT]
Tel: (805) 437-8961	[Telephone Number of AGENT]

- **4.3. No Endorsement**. Nothing contained in this AGREEMENT shall be construed as conferring on any party hereto, any right to use the other party's name as an endorsement of product/services or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this AGREEMENT shall be construed as endorsement of any commercial product or service by the California State University, its officers or employees.
- **4.4. Promotional materials**. Any promotional materials including references to CI, whether written or otherwise produced for the purpose of promoting CLIENT's program or proceedings must be approved by CI prior to release. The posting of signs and flyers on campus related to the conference and posting locations must be approved by CI. All signs and flyers must be removed immediately upon conclusion of the CLIENT's program. Failure to comply with this requirement will result in fee assessments.
- **4.5.** Nondiscrimination. CI is an affirmative action and equal opportunity institutions. CLIENT applicants will be considered without regard to their race, color, national origin, gender, age or physical handicap within the limits of the law.
- **4.6. No Assignment**. It is mutually understood that this AGREEMENT is not assignable by CLIENT either in whole or in part, nor shall CLIENT sublet any part of the Facilities.
- **4.7. Severability**. If any term of this AGREEMENT shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- **4.8. Governing Law**. The terms and provisions of this AGREEMENT are subject to reasonable interpretations exclusively under the laws of the State of California.

4.9. Entire Agreement. No oral understanding or agreement not incorporated in this AGREEMENT shall be binding on either the CI or CLIENT.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, upon the date first above written.

The undersigned CLIENT representative agrees to all items written in this AGREEMENT and will abide by all such statements. The undersigned further represents and warrants that he/she has full authority and right to bind CLIENT hereto.

CLIENT Approval By

CLIENT: [Conference Group Name]	
AGENT FOR CLIENT (PRINT):	
AGENT TITLE (PRINT):	
DATE:	

California State University Channel Islands Approval By

Ray Porras, Director of Conferences & Events

Katharine Hullinger, Risk Manager

Erik Blaine, AVP for Administrative Services

Date

Date

Date

<u>Rider A</u>

Cost of Housing, Dining, Facility and Administrative Services Worksheet

(Initial to evidence agreement.)

<u>Rider B</u>

ADDITIONAL TERMS

_____ (Initial to evidence agreement.)

Exhibit A Conference Rules and Regulations The most updated version of these regulations can be found in the Summer Conference Handbook.

- 1. Dining Services: Shirt and shoes are required at all times in all campus food service facilities. Radios or other amplified devices are not allowed in the dining room.
- 2. Dangerous Behavior: Any activity which can be interpreted as endangering or harming oneself, any community member, or a guest is prohibited. This also includes negligence, failure to assist or report an observed physical danger (i.e. fighting, significant physical injuries, or a person under the influence who is unable to care for themselves), or any other action which imperils or jeopardizes health and/or safety of self and/or others.
- 3. Disruptive Behavior: Conduct such as rudeness to staff or other conference guests, rowdiness, destructive behavior, excessive noise, foul language, or other loud and annoying acts is prohibited.
- 4. Alcohol: Consumption, storage or possession of alcoholic beverages is restricted to persons 21 years of age and over. Cl's policy prohibits alcohol in any public area including, but not limited to, all lounges, studies, dining facilities, laundry rooms, computer labs, swimming pool, courtyards, and other exterior grounds. Public intoxication is prohibited.
- 5. Illegal Drugs: The possession, use, manufacture, distribution, or dispensation of an illegal controlled substance is prohibited in and on University owned and controlled property or as part of any of its activities. As California State University Channel Islands is a state institution, the possession or use of Marijuana in any form, even with a Medical Marijuana Card, is prohibited on University property.
- 6. Animals: Absolutely no animals are permitted in the residence hall complex, except for trained and certified animals for the disabled.
- 7. Firearms & Weapons: Campus rules prohibit the possession of firearms (or other weapons) by any person on University grounds except with permission of campus authorities.
- 8. Fire Safety: When an alarm sounds, PARTICIPANTS are required to immediately leave the facility and stay out until the University Police, or County Fire Department allows re-entry. Tampering with fire equipment including fire extinguishers, hoses or emergency signs is prohibited. Violators of this regulation are subject to a \$500 penalty and replacement and repair costs.
- 9. Prohibited Items: Explosives or fireworks, weapons, hazardous chemicals, hot-plates, candles, gasoline and other flammable substances, and candles are prohibited in addition to all others listed herein.
- 10. Quiet Hours: General quiet hours are to be observed between 10:00 PM and 8:00 AM. CI must approve activities that may conflict with these quiet hours. During the day, excessive noise is not allowed in the area.
- 11. Residential Facilities: Screens are not to be removed and must remain on the windows at all times. Room furnishings should not be rearranged. It is the responsibility of the CLIENT to ensure the proper use of facilities.
- 12. Smoking Policy: According to California State Law, smoking is prohibited by anyone under the age of 18 and in all indoor facilities, posted non-smoking areas and in all vehicles owned or maintained by the Cl. Any person found in violation of this policy is subject to citation. CLIENT shall be held responsible for any charges incurred for damages and/or deep cleaning. PARTICIPANTS may smoke in the designated smoking areas only.
 - **13.** Parking?

EXHIBIT B: Required Submissions

Required Submissions. The following submissions required by the CLIENT are described in the corresponding Sections of the Facilities and Services License Agreement listed, and are due according to the dates listed in the following table.

(Note: Once submitted, required submissions shall be incorporated and serve as addendums to the contract. Revisions made to any addendum will be documented and will replace the original.).

- 1. Evidence of Insurance and Insurance Certificate (Section 1.8)
- 2. Live scan documentation (Section 1.6)
- 3. Payments (Section 1.5)
- 4. Facility and Resource Worksheet (Section 1.3.2.)
- 5. Schedule of activities and events (Section 1.3.1)
- 6. **Final minimum guarantee** (Section 1.4 + 2.5)
- 7. Roster of all participants and guests. (Section 1.4)
- 8. Room Assignment Roster (Section 3.7)

Items Due For Summer Reservation Periods in:	June 2015	July 2015	August 2015
Current Evidence of Insurance	With Signed AGREEMENT		
Live Scan Affidavit for Client Staff			
Initial Payment - 25% of Estimate Due			
Insurance Certificate naming CI as Additional Insured		May I, 2015	June 1, 2015
Facility and Resource Worksheet	April I,		
Schedule of activities and events.	2015		
Facility and Resource Worksheet			
			_
Payment - 50% of Conference Estimate		June I, 2015	July 1, 2015
Final minimum guarantee	May I,		
Roster of all participants and guests	2015		
Final payment of remaining balance due	[15 Days prior to the start of the		
Room Assignment Roster	Reservation Period]		