



FACILITIES USE AGREEMENT

This Agreement is made between California State UNIVERSITY Channel Islands, hereinafter called the "UNIVERSITY," and _____ hereinafter called the "REQUESTOR."

FACILITIES

- A. UNIVERSITY owns certain facilities as described in this Agreement which, when not needed for UNIVERSITY purposes, are available for rent; and
- B. REQUESTOR desires to rent those facilities for the purposes contained in this Agreement; and
- C. UNIVERSITY is willing to extend to the REQUESTOR the use of the Facility on the terms and conditions contained herein.

TERMS

In consideration of the mutual promises and other good and valuable consideration described herein, UNIVERSITY and REQUESTOR agree as follows:

1.0 License

UNIVERSITY grants permission to the REQUESTOR to use the following described facilities:

for the sole purpose of _____.

2.0 Term

2.1 REQUESTOR shall be permitted to use the facilities on _____, 20__, between the hours of _____ and _____.

2.2 The term granted shall not be extended for the occupancy or use of the Facility or for the installation or removal of equipment without the prior written permission of the Conference and Events Office; and all additional time shall be paid for according to the schedule of fees as established by the UNIVERSITY.

2.3 Additional terms: _____

3.0 REQUESTOR Fees and Payments

3.1 REQUESTOR shall pay a \$_____ for the use of these facilities.

3.2 REQUESTOR shall pay chargeback fees for services provided by the UNIVERSITY staff, including a \$_____ administrative fee.

- 3.3 REQUESTOR shall include a deposit equaling the total Facility Rental amount with the signed agreement.
- 3.4 REQUESTOR shall pay for parking permits for each vehicle on campus; parking permits may be purchased in advance and are non-refundable.
- 3.5 REQUESTOR agrees to pay all amounts due under this Agreement in cash, money order or bank cashier's check, payable to **CSUCI Events and Conferences Office**.
- 3.6 If fee or deposit is not paid by the required date or if any assessed damage costs are not paid within thirty (30) days from the event end date, REQUESTOR may be prohibited from scheduling any further events with the UNIVERSITY.
- 3.7 Cancellation of a *Facilities Use Agreement* by the REQUESTOR must be in writing and received a minimum of thirty (30) days prior to the scheduled event. The REQUESTOR forfeits their deposit and assumes financial responsibility for any labor and/or other direct costs accrued as a result of a scheduled event prior to cancellation of that event. Additionally, the REQUESTOR will be charged for actual expenses incurred by the UNIVERSITY to support the activity if reservations are not cancelled by the established deadline.

4.0 University Police

A consultation with the University Police may be required to develop a safety plan for any one or more of the following conditions: Expected attendance of two hundred (200) or more people; or primary focus is on members of the off-campus community; or includes alcohol.

5.0 Sale or Service of Alcoholic Beverages

- 5.1 Beer and wine are the only alcoholic beverages that may be sold, served, or otherwise made available on the University campus and must be approved by the University Chief of Police and the University President.
- 5.2 The consumption of alcohol is limited to those twenty-one (21) years of age and older.
- 5.3 Is alcohol being served at this event? _____ Yes _____ No
- 5.4 If "yes," the form "CSU Channel Islands Procedures to Serve Alcoholic Beverages on Campus" must be submitted for approval.

6.0 Smoking

Smoking is prohibited in all the campus indoor areas, some outdoor areas, and within twenty (20) feet of main entrances and exits to/from indoor facilities.

7.0 Alteration, Decoration and Damage

- 7.1 REQUESTOR shall not drive nails, hooks, tacks, or screws into or otherwise modify or alter any University property without written permission of the Events and Facilities Use Committee.
- 7.2 REQUESTOR shall not displace or remove UNIVERSITY owned furniture or property without prior written permission of the Conference and Events Office.

7.3 UNIVERSITY owned furniture or property permitted by the UNIVERSITY to be removed or displaced by the REQUESTOR shall be replaced to the satisfaction of the UNIVERSITY immediately after the event for which the Facility is used by the REQUESTOR.

8.0 Indemnification

REQUESTOR agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, CSU Channel Islands, and the officers, employees, representatives, volunteers, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the REQUESTOR, its officers, agents, and employees in the performance of this Agreement.

9.0 Insurance

9.1 Insurance Provisions: The insurance policies shall contain, or be endorsed to contain, the following provisions:

9.1.1 For any claims related to the use of UNIVERSITY's facilities, the REQUESTOR's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, CSU Channel Islands, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University and the CSU Channel Islands campus shall be in excess of the Service Provider's insurance and shall not contribute with it.

9.1.2 The State of California, the Trustees of the California State University, CSU Channel Islands, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insured's incur liability to the insurance carriers for payment of premiums for such insurance.

9.1.3 REQUESTOR shall at its own expense obtain and maintain primary insurance during the term of this Agreement with limits not less than:

General Liability	\$ 1,000,000 per occurrence
General Aggregate	\$ 2,000,000
* Workers' Compensation	As required under California State Law.
* Employer Liability	\$ 1,000,000
*Business Automobile Liability –	\$ 1,000,000
for owned, scheduled, non- owned, or hired automobiles	

* When appropriate, as determined by the Director of Procurement and Contract Services and by Risk Management.

9.1.4 REQUESTOR shall furnish to the UNIVERSITY a Certificate of Insurance **ALONG WITH** a separate Additional Insured endorsement page that provides proof that insurance is maintained at the above limits, and, on the endorsement page state that the State of California, the Trustees of the California State UNIVERSITY, California State UNIVERSITY Channel Islands and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insured parties.

The insurer's rating must be AM Best – A VII or higher.

- 9.1.5 The Certificates of Insurance and all endorsements shall be provided by the REQUESTOR to the UNIVERSITY no less than thirty (30) days prior to the event. Failure to provide the requested insurance information within prescribed time limits may result in cancellation of the event
- 9.1.6 In the event that the REQUESTOR is a self-insured entity, the signature of an authorized officer, stating that the REQUESTOR has the necessary financial resources to guarantee payment when the law imposes such liability may be accepted in lieu of a Certificate of Insurance. Such a statement is subject to approval by Risk Management, designee, or other authorized campus administrator.

10.0 Waiver and Release of Liability and Assumption of Risk

In addition to the required insurance, sports or sporting events require Waiver and Release of Liability and Assumption of Risk Forms to be completed by each participating individual. REQUESTOR shall ensure that such forms are completed and provided to the UNIVERSITY prior to the commencement of the Facility use.

11.0 CSU Policies, Rules and Regulations

REQUESTOR agrees to abide by, and shall require all PARTICIPANTS to abide by, all state and federal laws, local ordinances, and CSU policies.

As established under California State University Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

REQUESTOR agrees to abide by and shall require all PARTICIPANTS to abide by all CSU policies to the extent such policies apply to UNIVERSITY guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

Executive Order 1096 California State University http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html

Executive Order No. 1097 California State University http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. **Reports of possible discrimination, harassment or retaliation by CLIENT will result in the immediate termination of this contract and immediate departure of the CLIENT from the premises, regardless of the status of the UNIVERSITY's investigation.**

In the event that rights are terminated, UNIVERSITY will not refund or discount for any rights repealed.

12.0 Pyrotechnics

Pyrotechnics are not allowed as part of any facility use without express prior written permission.

13.0 Use of UNIVERSITY Name

Use of the UNIVERSITY name, logo, or mascot is prohibited without express prior written approval.

14.0 Power Outages

The UNIVERSITY assumes no liability for damages caused by power outages and/or blackouts.

15.0 Force Majeure

In the event that the Facilities are rendered unsuitable for the conduct of activities or events by reason of Force Majeure, the UNIVERSITY may terminate this Agreement by written notice five days following such casualty and the UNIVERSITY shall not be responsible for any damages sustained by the REQUESTOR. "Force majeure" shall mean fire, earthquake, flood, acts of terror, strikes, work stoppages, or other labor disturbances, riots or civil commotion, litigation, war or other act of any foreign nation, power or government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control or authority of the UNIVERSITY.

16.0 Termination of Agreement

16.1 This agreement may be terminated by either party upon thirty (30) day written notice to the other party. The UNIVERSITY will do so only under extreme circumstances. In the event that the UNIVERSITY terminates the Agreement, the UNIVERSITY shall refund the full amount of the REQUESTOR's deposit. In the event the REQUESTOR terminates the Agreement, the REQUESTOR shall forfeit their deposit.

16.2 REQUESTOR must submit written cancellation to: **CSUCI, Events and Conferences Office, One University Drive, Camarillo, CA 93012.**

17.0 Exclusive Catering Services

17.1 UNIVERSITY Affiliated Vendors have first right of refusal for all catering on campus.

17.2 The REQUESTOR must secure a signature here from a University Glen Corporation Representative in order to utilize an outside food provider.

UNIVERSITY Glen Corporation Representative

Title

17.3 If using an outside catering service, please identify:

Catering Company: _____

Catering Contact: _____

Address: _____

Phone: _____

18.0 Americans with Disabilities Act

Events held at the UNIVERSITY must comply with the Americans with Disabilities Act (ADA) and be accessible to persons with disabilities. The REQUESTOR is responsible for receiving requests for access accommodations and for the cost of disability accommodations. Advice and assistance may be requested from the UNIVERSITY, and Disability Accommodations Services.

19.0 Conditions (if applicable)

The REQUESTOR shall ensure that all areas used are returned to its natural state, free of debris, equipment, furniture, rental tents, etc. by _____ on _____, 20__.

There will be an additional \$ _____ charge per day if all areas used are not returned to their natural state.

IN WITNESS WHEREOF, this Agreement has been executed in good faith by the parties.

For the REQUESTOR:

Signature: _____

Date: _____

Printed Name: _____

Address: _____

Title: _____

For the Trustees of the California State UNIVERSITY and California State UNIVERSITY Channel Islands:

Signature: _____

Katharine Hullinger, Risk Manager

Date: _____

Signature: _____

Ray Porras, Director, Events & Conferencing

Date: _____

Signature: _____

Erik Blaine, AVP for Administrative Services

Date: _____