

**CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
FACILITIES USE AGREEMENT**

This Agreement is made between California State University Channel Islands, hereinafter called the "UNIVERSITY," and **XXX**, 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

1.1 UNIVERSITY grants permission to the REQUESTOR to use the following described facilities: XXX ("Facility") for the sole purpose of the XXX and no other use.

2.0 Term

2.1 REQUESTOR shall be permitted to use the Facility commencing on XXX and ending on XXX REQUESTOR shall have access to the Facility between the hours of XXX and XXX.

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 Events and Facilities Use Committee; and all additional time shall be paid for according to the schedule of fees as established by the UNIVERSITY.

3.0 REQUESTOR Fees and Payments

3.1 REQUESTOR shall pay, hereinafter called "REQUESTOR FEE," for the use of the Facility.

3.2 REQUESTOR shall pay chargeback fees for services provided by the UNIVERSITY staff. (Exhibit A)

3.3 Deposits:

REQUESTOR shall include a non-refundable deposit, equivalent to the FACILITY FEE, with the signed agreement. (Exhibit B)

3.4 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, bank cashier's check, or credit card (VISA/MasterCard).

If REQUESTOR FEE or non-refundable 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.

4.0 University Police

4.1 A consultation with the University Police may be required to develop a safety plan for any one or more of the following conditions:

- 4.1.1 Expected attendance of two hundred (200) or more people; or
- 4.1.2 Primary focus is on members of the off-campus community; or
- 4.1.3 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,” signatures are required:

5.5 _____ and _____
Chief of Police UNIVERSITY President

6.0 Smoking

6.1 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 Events and Facilities Use Committee.

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

8.1 REQUESTOR agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the UNIVERSITY, 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 the general and automobile liability policies, the State of California, the Trustees of the California State University, the UNIVERSITY, their officers, employees, representatives, volunteers, and agents shall be covered as additional insured.
- 9.1.2 For any claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the UNIVERSITY, 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, the UNIVERSITY, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
- 9.1.3 Each insurance policy required by this Article shall state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Trustees of the California State Universities and the UNIVERSITY.
- 9.1.4 The State of California, the Trustees of the California State University, the UNIVERSITY, 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.
- 9.1.5 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 Manager, Procurement and Support Services and the Director of Environmental, Safety and Risk Management.
- 9.1.6 REQUESTOR shall furnish to the UNIVERSITY a Certificate of Insurance with an underwriter's additional insured endorsement that provides proof that insurance is maintained at the above limits. The insurer's rating must be AM Best – A VII or higher.
- 9.1.7 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.
- 9.1.8 All Certificates of Insurance issued to the UNIVERSITY require and must state the following:
- That the insurer will not cancel, modify, or change the insured's coverage without thirty (30) days prior notice to the UNIVERSITY.
 - 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 insureds, except for employer liability and workers' compensation insurance.

- That the State, the Trustees, and the UNIVERSITY, and the officers, employees, representatives, volunteers, and agents of each of them will not be responsible for any premiums or assessments on the policy.

9.1.9 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 Environment Health Safety/Risk Management, designee, or authorized campus representative.

10.0 Waiver and Release of Liability and Assumption of Risk

10.1 In addition to the required insurance, sports or sporting events require a 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 Pyrotechnics

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

12.0 Use of UNIVERSITY Name

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

13.0 Power Outages

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

14.0 Force Majeure

14.1 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.

15.0 Termination of Agreement

15.1 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.

15.2 REQUESTOR must submit written cancellation to: CSU Channel Islands, Events and Facilities Committee, One University Drive, Camarillo, CA 93012.

16.0 Exclusive Catering Services

16.1 University Affiliated Vendors have "first right" of refusal for all catering on campus.

16.2 The REQUESTOR must secure a signature from a Sodexho, Tortilla's and Sammy's Market representatives in order to utilize an outside entity.

Representatives

16.3 If using an outside catering service: _____

Caterer

Contact

Address

Phone No.

17.0 Americans with Disabilities Act

17.1 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, ADA Coordinator in Human Resources, and Disability Accommodations Services.

18.0 Additional Terms and Conditions (if applicable)

REQUESTOR SHALL XYZ

18.1 Campus Infrastructure Project Addendum

During the campus infrastructure project the University discourages entities or individuals from leasing university property for meetings or events. This is due to a higher degree of risk for a major disruption, modification, or cancellation of the event. During this time period the University cannot guarantee the ability to provide facilities or services per this agreement.

Requestors who still want to hold an event on campus during the Infrastructure Project will do so at their own risk and assume all liability and losses related to their event. In an effort to avoid the cancellation of an event, the University will recommend reasonable alternative measures. These measures if approved by the Requestor shall be at the sole expense of the Requestor. Supplemental cost will apply when additional services are needed in order for the event to proceed. A few examples are custodial, laborer and electrical services. The Requestor may also need to rent at their own expense chairs, tables, generators and portable toilets.

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

For the Trustees of the California State University and California State University Channel Islands

Signature: _____ Date: _____
Events and Facilities Use Committee Representative

Signature: _____ Date: _____
VP for Finance and Administration or Designee

Event Requestor:

Name: _____ Address: _____

Title: _____

Signature: _____ Date: _____