



LONG BEACH
CITY COLLEGE

**“HOME OF THE VIKINGS”
LONG BEACH COMMUNITY COLLEGE**

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**DISTRICT FACILITIES USE AGREEMENT
(PLEASE NOTE – INSURANCE IS REQUIRED)**

This Agreement is hereby entered into between Long Beach Community College District (“District”), a California Community College District, and _____, a(n) [form of business entity] (“Licensee”) with offices located at _____ [address]. Whereas the District is authorized by the California Education Code Section 82537 (“the Act”) to allow use of its facilities (“Facilities”) by the general public, and whereas Licensee desires to so use the Facilities, and in consideration of the promises made and intending to be legally bound, the District and Licensee agree to all of the terms and conditions as set forth in this Agreement with the regards to Licensee event(s) at District facilities on the following date(s): _____.

GENERAL CONDITIONS

1. District grants the Licensee the right to use the District Facilities consistent with the terms of the Event Permit Application (“Activity”) attached this Agreement as Exhibit A and incorporated to this Agreement by this reference.
2. District, at its sole discretion, will provide normal overhead lighting, heating, water, restroom facilities and refuse receptacles for the execution of the permitted Activity(ies). Licensee acknowledges that use of the Facilities is conditioned on Licensee’s and District’s execution of this Agreement and Licensee’s payment of the required Deposit and Facilities Use Fee. Licensee acknowledges and understands that no binding or enforceable agreement regarding use of the Facilities shall exist until and unless (1) this Agreement has been signed by Licensee and received by District and (2) Licensee has paid the required Deposit and Facilities Use Fee.
3. Licensee will provide adequate security for the execution of the Activity(ies). Licensee will submit a written security plan for the Activity(s) and receive approval of the Vice President of Administrative Services, or designee, five (5) days prior to the commencement of the Activity. The District reserves the right to charge an additional fee for security services provided by the District.
4. Licensee’s cooperation is mandated in assuring that the behavior of all Licensee’s employees, guests, or affiliates is conducive to an academic environment. The Licensee is responsible for the conduct of all Licensee employees, guests, or affiliates attending or otherwise participating in the Activity. This includes providing sufficient numbers of properly trained adult chaperones if the Activity involves persons of minor age. Failure to cooperate or comply with the instructions of the authorized District Representative may result in immediate termination of the Activity. If the Activity is terminated by the District Representative because of failure by the Licensee to cooperate or comply with the instructions, the Licensee remains responsible for payment to the District of any and all fees associated with the Activity, including fees identified after the Licensee has departed the college campus.
5. Facilities Use Restrictions. None of the following shall be allowed in the Facility:

- a. Glass, metal or hard plastic containers of any size.
- b. Hard or soft sided coolers of any size.
- c. Food or beverages.
- d. Animals (other than service animals required because of a disability).
- e. Helium balloons.
- f. Laser pointers.
- g. Skates, skateboards, scooters or bicycles.
- h. Strollers.
- i. Licensee shall not use or permit the use of the Premises or any part thereof for any purpose, which is inimical to public morals and/or welfare or morally objectionable as unsuitable for a public educational facility. Licensee agrees to respond immediately to concerns expressed by neighbors or District relating to the operation of the Premises.
- j. Pyrotechnics and fireworks of any type are prohibited unless previously agreed in writing by the Vice President Administrative Services, or designee. Additional insurance coverage may be required.
- k. Food and beverages are prohibited in classrooms, lecture halls, board rooms and any other rooms unless expressly permitted in writing by the District.
- l. No weapons concealed or otherwise, or projectiles, shall be allowed in the Facility, or anywhere else on the District's campus, by Licensee, its employees, guests, invitees, officers, directors, managers, shareholders, members, successors, employees, contractors, vendors, agents and representatives who are on to the District's campus during the term of this Agreement.
- m. Licensee will comply with the prohibition of smoking within 50 feet of campus facilities or buildings.
- n. The sale of alcoholic beverages by Licensee is strictly prohibited. Consumption of alcoholic beverages on campus is permitted under strictly controlled conditions and the Licensee must secure specific permission from the Vice President Administrative Services, or designee five (5) days prior to the Activity. The Licensee assumes all responsibility for controlled and limiting consumption of alcoholic beverages and for the behavior of attendees both during and following the Activity.

6. Licensee will on its account and expense make all provisions necessary for furnishing all equipment, paraphernalia, tickets, services, trophies, materials, etc., for the activities provided for herein. Licensee will further be responsible at its sole cost and expense for any loss or damage which may occur to its equipment and/or supplies while said equipment/supplies are located on the District Facilities. Licensee will be required to remove all designated equipment and furnishing from the Facilities immediately following the activities permitted herein. No equipment provided by District will be removed or replaced by the Licensee without prior consent of the Vice President of Administrative Services, or designee, and if such consent is secured, such removal and replacement will be to the sole cost and expense of the Licensee. If extraordinary conditions are required for the execution of the permitted Activity(s), the Licensee is responsible for the arrangement and payment of special services under the Payment and Deposit section of this Agreement.

7. The Vice President of Administrative Services or designee, will have absolute and full control of the facilities and all appurtenances and will have the right to enter upon said Facilities at any and all reasonable time for the purpose of inspection and observation of the Licensee activities.

8. District reserves the right to make the entirety of the Facilities available to the general public during non-school hours, pursuant to the Act and as required by law.

9. Each party shall comply with all applicable laws, rules and regulations applicable to them and relating to the transactions contemplated by this Agreement. Licensee will obtain and pay for all licenses and permits required in the Activity permitted herein, and Licensee's occupancy of the permitted areas.
10. Licensee's shall insure that the behavior of all Licensee's employees, volunteers, guests, or affiliates ("Licensee Parties") is conducive to an academic environment. Licensee is responsible for the conduct of all Licensee Parties attending or otherwise participating in the Activity. This includes, but is not limited to, providing sufficient properly trained adult chaperones if the Activity involves persons of minor age. Failure to cooperate or comply with the instructions of the authorized District Representative may result in immediate termination of Licensee's Activity. If the Activity is terminated by the District Representative because of failure by the Licensee to cooperate or comply with the instructions, the Licensee remains responsible for payment to the District of any and all fees associated with the Activity, including fees identified after the Licensee has departed the Facilities.
11. Licensee will not use or permit the use of bunting, tissue paper or crepe paper for decorative purposes. All material used for decorations will require prior approval and will be at the sole discretion of the District. The Licensee is required to arrange for the disposal of decorations, materials, equipment, furnishings, or rubbish left after the use of District facilities; otherwise they will be billed for any expense involved. Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage. Decorations must be fire retardant. Licensee shall consult with District for a full overview of allowable decorations and signage items and to appropriately accommodate Licensee's needs. Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to Licensee. All decorations and all outdoor and indoor directional signage must be removed by Licensee immediately following the Activity.
12. Licensee will keep the Facilities in a clean and sanitary condition satisfactory to the Vice President of Administrative Services, or designee, at all times. No alterations, changes or additions of any nature will be made on the Facilities provided herein, unless prior written consent is secured from the Vice President of Administrative Services, or designee. The Facilities shall be returned to the District in the same condition as prior to the Activity. Licensee shall be responsible for the repair and/or replacement of District equipment or property damaged.
13. All advertising materials and information relating to the Activity herein will be approved by the Vice President of Administrative Services or designee, prior to dissemination. Materials to be approved will include all printed matter for use in newspapers, journals, magazines, similar periodicals and digital media content for television, radio, and the internet. All advertising and promotional media materials to be used in broadcast, radio, television, and the internet will be approved by the Vice President of Administrative Services or designee, prior to broadcast and/or publication. Banners to be displayed on perimeter fencing must be approved prior to posting.
14. Licensee will not admit to the facilities, a larger number of persons that can safely and freely move about in authorized areas. Licensee will keep all aisles, passages, vestibules, halls, stairways and dormitories free and clear from obstructions and will not use said facilities other than for ingress and egress. Failure to do so may result in cancellation of this and future permits.
15. Sound amplification that significantly disrupts the operation or activities of the District or that unreasonably disturbs the surrounding neighborhood is prohibited. The District's acceptable sound amplification limit shall not exceed 88 decibels and any noise in excess of this shall be prohibited.
16. If at any time the District deems that the Licensee's use of the facility is unsafe, disruptive or not in the best interest of the public or the District, the Vice President of Administrative Services, or designee, reserves the right to shut down the Activity immediately and enforce all cancellation rights.

17. Licensee will not sell, vend or authorize the sale of food, beverages, alcohol, tobacco, printed matter or other merchandise on the Facilities or provide special services to the public without prior approval of the Vice President of Administrative Services, or designee. Licensee acknowledges that the District has contractual arrangements with S&B Foods (Meal/Refreshment catering) and Carl's Concessions (Concessions and snacks) who will provide food services on the campus and have "right of first refusal" for any Activity. The fees associated with the food services and/or beverage products, including any applicable overhead charges, will be included in the charges assessed by the District for the Activity.

18. Parking is limited to the areas specifically assigned by the District for use before, during, and after the Activity. Parking lot charges may be applied to any Activity, at the discretion of the District. The District will establish time limits on the use of parking areas as appropriate to the Activity. The Licensee is responsible to inform Activity attendees that they are to use the assigned parking areas only. Vehicle regulations, including fire lane and handicapped parking zone restrictions, will be enforced at all times.

19. Licensee releases District from any and all liability resulting in Licensee's, or Licensee's agents, vendors, employees, officers, directors, managers, shareholders, members, successors, contractors, representatives, guests, or invitees loss of use of the facilities, loss of revenues or income, loss of money, checks, receipts, or any other form of financial loss resulting from any reason or cause whatsoever.

20. The District assumes no liability or responsibility for theft, damage, misuse, or destruction of vehicles or personal property of Licensee or of its officers, directors, managers, shareholders, members, successors, employees, contractors, vendors, agents, representatives, guests, or invitees, brought on to the Facilities during the term of this Agreement.

21. Each of the parties shall be fully released from its duties and obligations under this Agreement if the facility contracted for is rendered inaccessible due to Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or causes beyond the District's control which shall include, without limitation, all labor disputes, civil disturbance, terrorism, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, inability to obtain any material or service or acts of God.

CANCELLATION

This Facility Use Agreement is non-assignable. Only the Licensee as named in the District Facility Use Agreement and its authorized representatives, agents, vendors, employees, officers, directors, managers, shareholders, members, successors, contractors, representatives, guests, or invitees shall use the facilities. The District reserves the right to cancel this Agreement at any time and to refund any payment made to the District for the use of the District's facilities and equipment when it deems such action advisable and in the best interests of the public or the District consistent with Section 16 above. The District reserves the right to cancel this Agreement or any reservation for facilities if payment is not received from the Licensee within fifteen (15) days of the scheduled Activity unless other arrangements have been agreed upon in advance of the Activity. The District reserves the right to refund all or part of any payment made to the District for cancellations of this Agreement by the Licensee. If the District terminates an Activity pursuant to the provisions set forth in Section 18 above, no refund will be issued.

REFUND

If the District must cancel an Activity prior to the start of the Activity will be fully refunded to the Licensee. The District is not liable for any other costs or damages incurred by the Licensee. If the Licensee cancels the Activity prior to the start of the Activity for any reason other than a District-initiated change of venue, the Licensee forfeits any and all deposits to the District. District may use, apply or retain all or any portion of the deposit for the payment of any sum in default, or for the payment of any other damage which the District may suffer by reason of the Entity's default.

DEPOSIT

Fifty percent (50%) of the estimated amount of fees (revenues) associated with the proposed Activity, including overhead charges, is to be paid to the District. District reserves the right not to accept personal checks. Reservations will be held for fifteen (15) business days as tentative until the deposit has cleared. Confirmations will be awarded on a first-come,-first-served basis only after receipt and clearing of the deposit, receipt of all requested documentation, and a fully executed Agreement has been received by the District. In addition, the District, holds the right to ask for full payment in advance of the Activity date, or to ask for an additional deposit or late fee of ten percent (10%) of the estimated deposit, if necessary. Failure to comply with any of the terms will be grounds to deny a permit.

BALANCE DUE

Within seventy-two (72) hours after the Activity, Licensee will provide the District with final number of attendees, services used, and revenues. District will prepare and provide Licensee with a final invoice which will be due and payable within fourteen (14) days of the invoice date. All payments are payable to District. Services provided at Licensee’s expense will be due upon receipt of bills and immediately payable to the District.

TICKET SALES

LICENSEE, at the discretion of the DISTRICT, may be required to furnish all admission tickets to designated personnel prior to the Activity, and/or furnish a copy of the ticket printer’s manifest prior to the Activity. Said tickets will be printed and delivered by a bonded ticket printing company.

INSURANCE

Licensee shall at its expense maintain in full force and effect policies of insurance to specifically insure Licensee’s performance of the indemnity provisions contained below as to liability for injury to or death of persons and injury or damage to property as follows:

General Liability. Commercial General Liability with minimum limits of \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Liability, \$500,000 Fire Legal Liability, and \$3,000,000 General Aggregate.

Professional Liability. Professional Liability Insurance (errors and omissions) with a minimum of \$1,000,000 per claim, and \$1,000,000 aggregate.

Property Coverage. Licensee shall procure and maintain at all times during the term of this Agreement a policy or policies of insurance covering loss or damage to all business personal property in about the Facilities where Licensee’s Activity is located. Such policies shall cover property for the full replacement value and for the perils of “all risks” including but not limited to sprinkler leakage, water damage, and valuable papers.

Crime Coverage. \$250,000 limit crime insurance including but not limited to theft for money and securities owned and in the care, custody and control of Licensee.

Workers’ Compensation Insurance. Licensee shall maintain Workers’ Compensation insurance in amounts required by law.

Automobile Liability Insurance. \$2,000,000 combined single limit per occurrence for owned, scheduled, non-owned, and hired automobiles.

Qualifications of Insurers. Each policy shall be issued by an insurance company having an “A. M. Best’s Rating” of at least B+ and having a “Financial Size Categories” rating of at least VII in the most current edition of “A. M.

Best's Insurance Reports" issued by A.M. Best Company. In addition, each policy shall be issued by an "admitted" insurance company (i.e., one that is qualified and licensed to do business in the State of California).

Primary Insurance. Insurance obtained pursuant to this Section shall be primary insurance and other insurance (if any) maintained by LBCCD shall be excess of Licensee's insurance and shall not contribute with the insurance required hereunder.

Restrictions on Cancellation and Reduction. Each insurance policy required hereunder shall specify that the insurance company issuing the policy will give LBCCD at least thirty (30) days' written notice prior to the effective date of (a) any cancellation, interruption or lapse of coverage, and (b) any reduction in the amount, type or extent of coverage.

Waiver of Subrogation. Licensee releases LBCCD from any claims for damage to any person or property, to fixtures, personal property, improvements, and alterations thereon, that are caused by or result from risks insured against under any insurance policies carried by Licensee and in force at the time of any such damage. Furthermore, each insurance policy shall provide that the issuing insurance company waives all rights of recovery by way of subrogation.

Verification of Coverage. Certificates of insurance and additional insured endorsement shall be submitted to District no later than 15 days prior to the Activity. Licensee shall deliver to LBCCD original certificates of insurance and endorsements evidencing and effecting insurance coverage required hereunder.

LBCCD to be Named as Additional Insured. The above general liability insurance policy shall be endorsed to include and name Long Beach Community College District, its Board of Trustees, agents, officers, employees, and volunteers as additional insureds. A separate additional insured endorsement must accompany the certificate of insurance. Each "additional insured" named thereon shall nevertheless be entitled to recover under said policy for any loss suffered by it resulting from any other named insured party.

Policy Limits Do Not Limit Licensee's Liability. The minimum limits of insurance policies required of Licensee under this Agreement shall in no Activity limit Licensee's liability under this Agreement.

LAST MINUTE RESERVATIONS

A "last minute reservation" is any request for District facilities that is within fifteen (15) calendar days prior to an Activity. The District reserves the right to accept or reject requests for last-minute reservations. 100% of the use fees are required, including, a completed application, signed Agreement, and all required insurance documents must be submitted and accepted by the District prior to the use of the facility.

RELEASE, INDEMNIFICATION

Licensee accepts Facilities and adjoining areas as is and releases, discharges, and will indemnify, defend, protect, save and hold harmless the District, the Board of Trustees and its officers, agents, employees, instructors, students and representatives free and harmless from and against any and all liabilities, lawsuits, claims, losses, judgments, or demands, including reasonable attorneys' fees and costs, which may arise from all claims alleging injuries, deaths and damage to property arising directly or indirectly out of this Agreement, which use includes Licensee's agents, employees, representatives, guests, officers, directors, managers, shareholders, members, successors, contractors, representatives, and invitees and their use of the Facilities, adjoining areas and parking lots. The District, the Board of Trustees and its officers, agents, employees and representatives shall not be responsible for any damage or liability arising out of any acts or omissions on the part of Licensee under or in connection with any obligation under this Agreement. The provisions of this Section shall survive the expiration or sooner termination of this Agreement with respect to any such matters arising in connection with any Activity occurring prior to such expiration or termination.

POLICIES AND REGULATIONS

Licensee and its agents, employees, representatives, guests, officers, directors, managers, shareholders, members, successors, contractors, representatives, and invitees hereby acknowledge the policies and regulations of the Long Beach Community College District and Long Beach City College and agree to be bound thereby (available at <http://archive.lbcc.edu/Policies/policies.cfm> and at <http://archive.lbcc.edu/Policies/regulations.cfm>).

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, to the extent allowed by law, neither party shall be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract, tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood or possibility of the same.

INDEPENDENT CONTRACTOR

In the performance of the obligations under this Agreement, it is mutually understood and agreed that Licensee is at all times acting and performing as an independent contractor. Nothing in this agreement is intended nor shall be construed to create between Licensee and District and employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Therefore, the parties understand and agree that District is not responsible in any way directly or indirectly for any employment related benefits for Licensee or its agents or employees. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, workers' compensation and health benefits.

DUTY TO INSPECT, REPAIR, WARN

The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities which Licensee is entitled to use hereunder and Licensee takes such property and facilities as is. The parties further agree that it shall be Licensee's obligation, not the District's, to assure that the property and facilities are in a proper and safe condition to be used for the purpose anticipated herein; that it shall be Licensee's obligation and duty, and not the District's, to inspect such property and facilities before they are used and to take affirmative steps to repair, or where necessary, warn, in order to prevent injury to person or property; and that in the Activity such injury does occur any claim arising therefrom shall trigger Licensee's indemnity and defense obligations hereunder.

NOTIFICATION OF TAXABILITY OF POSSESSORY INTEREST

"The right to possession of the property permitted may subject the Licensee to property taxation pursuant to California Revenue and Taxation Code Section 107 and following."

BINDING ARBITRATION, JURISDICTION, PROCESS, CHOICE OF LAW

Any dispute, claim or controversy arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall exclusively be determined by arbitration in the County of Los Angeles, before one arbitrator. Each party shall bear its attorneys' fees and costs. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Rules of Commercial Arbitration. Judgment on the Award shall be binding and may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Should either party seek provisional remedies, all judicial proceedings brought against any party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Los Angeles, State of California, and by execution and delivery of this Agreement each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts (both personal jurisdiction and subject matter jurisdiction), waives any defense of *forum non conveniens* and

irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver or modification of any of the terms hereof will be valid unless in writing and signed by both parties.

STATEMENT OF INFORMATION

The undersigned, as a duly authorized representative for _____ [organization], states that to the best of his/her knowledge the District property, for use of which an application has been made, will not be used for the commission of any crime or any act which is prohibited by law. This Agreement must be signed by persons authorized to sign on behalf of the organization and bind the organization to the terms of this Agreement.

The Licensee, by its duly authorized officer, also hereby accepts and agrees to abide by the preceding terms and conditions. The District reserves the right to cancel or revoke the permit granted under this Agreement at any time based on non-compliance with the terms and conditions stated herein or referenced by attachment or addendum.

For purposes of this Agreement, the following persons are the authorized representatives for the District and the Licensee respectively. THE UNDERSIGNED CERTIFIES THAT (S)HE IS AUTHORIZED TO SIGN THIS AGREEMENT FOR THE LICENSEE AND THAT THE LICENSEE ACKNOWLEDGES AND ACCEPTS THE TERMS AND CONDITIONS AND ATTACHED HERETO.

<p><u>DISTRICT</u> Marlene Dunn Interim Director, District Facilities Long Beach Community College District 4901 E. Carson Street, Mail Code G9 Long Beach, CA 90808 Ph. 562-938-4019</p> <hr/> <p>Interim Director, District Facilities</p> <hr/> <p>Date</p>

LICENSEE

Representative Name: _____

Representative Title: _____

Organization: _____

Address 1: _____

Address 2: _____

Ph. _____

[Representative Signature]

[Date]