



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

Mail Code G9
4901 E. Carson St.
Long Beach, CA 90808
Phone: (562) 938-4019 Fax: (562) 938-4069

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

GENERAL CONDITIONS

This agreement is hereby entered into between Long Beach Community College District (District), a California Community College District, and _____ (Permittee). Whereas the District is authorized by Education Code, Section 82537 to allow use of its facilities by the general public, and whereas Permittee desires to so use the facilities; and in consideration of the promises made and intending to be legally bound, the District and Permittee agree to all of the terms and conditions as set forth in this agreement.

1. The District assumes no liability or responsibility for theft, damage, misuse, or destruction of vehicles or personal property of Permittee or of its employees, agents, representatives, guests, or invitees, brought on to the premise during the term of this agreement.
2. The District, at its sole discretion, will provide normal overhead lighting, heating, water, restroom facilities and ref use receptacles for the execution of the permitted event(s).
3. Permittee will provide adequate security for the execution of the permitted event(s). If required, Permittee will submit a written security plan for the event(s) and receive approval of the Vice President of Administrative Services, or designee, five (5) days prior to the commencement of the event. The District reserves the right to charge an additional fee for security services provided by the District.
4. Permittee's cooperation is mandated in assuring that the behavior of all Permittee's employees, guests, or affiliates is conducive to an academic environment. The Permittee is responsible for the conduct of all Permittee employees, guests, or affiliates attending or otherwise participating in the event. This includes providing sufficient numbers of properly-trained adult chaperones if the event 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 event. If the event is terminated by the District Representative because of failure by the Permittee to cooperate or comply with the instructions, the Permittee remains responsible for payment to the District of any and all fees associated with the event, including fees identified after the Permittee has departed the college campus.
5. No weapons concealed or otherwise, shall be allowed in the Facility, or anywhere else on the District's campus, by Permittee, its employees, guests, and invitees.
6. Permittee will comply with the prohibition of smoking within 50 feet of campus facilities or buildings.
7. The sale of alcoholic beverages by Permittee is strictly prohibited. Consumption of alcoholic beverages on campus is permitted under strictly controlled conditions and the Permittee must secure specific permission from the Vice President Administrative Services or designee five (5) days prior to the event. The Permittee assumes all responsibility for controlled and limiting consumption of alcoholic beverages and for the behavior of attendees both during and following the event.
8. Permittee will on its own account and expense make all provisions necessary for furnishing all equipment, paraphernalia, tickets, services, trophies, materials, etc., for the activities provided for herein. Permittee 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 premises. Permittee will be required to remove all designated equipment and furnishing from the premises immediately following the activities permitted herein. No equipment provided by District will be removed or replaced by the Permittee 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 Permittee. If extraordinary conditions are required for the execution of the permitted event(s), the Permittee is responsible for the arrangement and payment of special services under the Payment & Deposit section of this Agreement.

9. 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 premises at any and all reasonable time for the purpose of inspection and observation of the Permittee activities.
10. Permittee will obtain and pay for all licenses and permits required in the operation permitted herein, and Permittee's occupancy of the permitted areas.
11. Permittee 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 Permittee 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.
12. Permittee will keep the premises 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 premises provided herein, unless prior written consent is secured from the Vice President of Administrative Services, or designee. The District expects facilities to be returned to the District in the same condition as prior to the event.
13. All advertising materials and information relating to the event 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 and similar periodicals. Banners to be displayed on perimeter fencing must be approved prior to posting. All materials to be used in broadcast media will be approved by the Vice President of Administrative Services or designee, prior to broadcast. Permittee will not advertise the use of Conant Street east of Clark Avenue. This is a residential street with no through access.
14. Permittee will not admit to the facilities, a larger number of persons that can safely and freely move about in authorized areas. Permittee will keep all aisles, passages, vestibules, halls, stairways and vomitories 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 Permittee's use of the facility is unsafe, disruptive or not in the best interest of the public, the Vice President of Administrative Services, or designee, reserves the right to shut down the event immediately and enforce all cancellation rights.
17. Permittee will not sell, vend or authorize the sale of food, beverages, alcohol, tobacco, printed matter or other merchandise on the premises or provide special services to the public without prior approval of the Vice President of Administrative Services, or designee. Permittee acknowledges that the District has contractual arrangements with Carl's Catering who will provide food services on the campus and has "right of first refusal" for any event. (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 college for the event.)
18. Parking is limited to the areas specifically assigned by the District for use before, during, and after the event. Parking lot charges may be applied to any event, at the discretion of the District. The District will establish time limits on the use of parking areas as appropriate to the event. The Permittee is responsible to inform event 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. Permittee releases District from any and all liability resulting in Permittee's, or Permittee's agents, vendors, or employees 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 shall be fully released from its duties and obligations under this Agreement if 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 shall be non-assignable. Only the Permittee as named in the District Facility Use Agreement 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 District. The District reserves the right to cancel this agreement or any reservation for facilities if payment is not received from the Permittee within fifteen (15) days of the scheduled event unless other arrangements have been agreed upon in advance of

the event. The District reserves the right to refund all or part of any payment made to the District for cancellations of this agreement by the Permittee. If the District terminates an event due to the Item 16 above, no refund will be issued.

REFUND

If the District must cancel an event prior to the start of the event, the deposit will be fully refunded to the Permittee. The District is not liable for any other costs or damages incurred by the Permittee. If the Permittee cancels the event prior to the start of the event for any reason other than a District-initiated change of venue, the Permittee 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 event, including overhead charges, is to be paid to the District. District reserves the right not to accept personal checks. Reservations will be held for 15 business days as tentative until the deposit has cleared. Confirmations will be awarded on a "first come", first-serve" 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 event date, or to ask for an additional deposit or late fee of ten (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 72 hours after the event, Permittee will provide the District with final number of attendees, services used, and revenues. District will prepare and provide Permittee with a final invoice which will be due and payable with 14 days after date of invoice. All payments are payable to Long Beach Community College District. Services provided at Permittee's expense will be due upon receipt of bills and immediately payable to the DISTRICT, including but not limited to, all necessary direct and indirect costs, i.e. salaries, payroll burden, materials, equipment, supplies and contract services, incurred by DISTRICT in connection with or arising out of the activities covered by this permit.

TICKET SALES

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

INSURANCE

Permittee will secure and maintain Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate with coverage for incidental contracts. Permittee agrees to name Long Beach Community College District and the Long Beach Community College District Board of Trustees as additional insured under this policy. Further, the Certificate of Insurance will provide 30-days prior written notice of cancellation. Permittee will also secure and maintain Worker's Compensation insurance in amounts required by law covering all personnel employed on the premises during the term of the agreement, whether said personnel is employed by the Permittee or supplied by persons or entities other than the District. Certificates of insurance and additional insured endorsement shall be submitted to District no later than 15 days prior to the event.

LAST MINUTE RESERVATIONS

A "last minute reservation" is any request for District facilities that is within 15 calendar days prior to an event. The District reserves the right to accept or reject requests for last-minute reservations. 100% of the use fees is 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 AND HOLD HARMLESS AGREEMENT

Permittee accepts premises and adjoining areas as is and releases, discharges, and will indemnify, defend, protect, save and hold harmless the District, the Board of Trustees and each of their officers, agents, employees, and representatives from any and all liabilities, lawsuits, claims, losses, judgments, or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths (Permittee's agents, employees, representatives, guests, and invitees included) and damage to property arising directly or indirectly out of this agreement including but not limited to Permittee's use of the premises, the adjoining areas, including the parking lots, including but not limited to District's, or Board of Trustee's, and each of their agents, employees and representatives own active negligence or acts other than fraud, willful misconduct or violation of the law.

DUTY TO INSPECT, REPAIR AND WARN

The parties agree that the District makes no representations or warranties as to the repair or condition of the facilities which Permittee is entitled to use here under, and Permittee takes such property and facilities as is. The parties further agree that it shall be Permittee'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 Permittee'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 event such injury does occur, any claim arising there from shall trigger Permittee's indemnity and defense obligations hereunder.

NOTIFICATION OF TAXABILITY OF POSSESSORY INTEREST:

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

CHOICE OF LAW AND VENUE

This agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this agreement, including but not limited to, any claim for breach of the same interpretation of the same, cancellation or specific performance, said action will be brought in the appropriate court in Los Angeles County, California.

ENTIRE UNDERSTANDING

This agreement contains the entire understanding of the parties. There are no representatives, covenants or warranties other than those expressly stated here in. 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 _____, states that to the best of his/her knowledge the District property, for use of which this application is hereby 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 Permittee, 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 this permit at any time based on non-compliance with the terms and conditions stated herein or referenced by attachment or addendum. The District will be entitled to recover all legal fees, costs and other expenses incident to securing performance or incurred as a consequence of nonperformance.

For purposes of this agreement, the following persons are the authorized representatives for the District and the, entity respectively:

The undersigned certifies that (s) he is authorized to sign this Agreement on behalf of the Permittee and that the Permittee acknowledges and accepts the terms and conditions herein and attached hereto.

DISTRICT

Timothy Wootton

Long Beach Community College District

4901 E. Carson Street

Long Beach, CA 90808

Ph: 562.938.4019 Fax: 562.938.4069

PERMITTEE

Name: _____

Organization: _____

Address: _____

City: _____ **CA** **Zip:** _____

Ph: _____ **Fax:** _____

Director, District Facilities

Date

Permittee

Title: _____

Date