

AORMA Recommended - Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is made and entered into on [date] (“Effective Date”) between [name of auxiliary organization] (“Auxiliary Organization”) and [name of user] (“User”). The Auxiliary Organization and the User are sometimes referred to collectively as the “Parties.”

Auxiliary Organization, a California non-profit organization is located at: [name of campus] (“Campus”).

User, a [type of organization] is located at: [user’s address].

For and in consideration of the following promises, covenants and conditions, Auxiliary Organization and User hereby agree as follows:

Use of Facility. Auxiliary Organization hereby permits User to use the following premises: [description of premises], which is located at [premises address] (the “Facility”). User shall use the Facility for the following event or purpose: [detailed description of the event] (the “Event”) **only and for no other event or purpose.** User acknowledges that use of the Facility is conditioned on User and Auxiliary Organization’s execution of this Agreement and User’s payment of the required Deposit and Facility Use Fee. User acknowledges and understands that no binding or enforceable agreement regarding use of the Facility shall exist until and unless (1) this Agreement has been signed by User and received by Auxiliary Organization and (2) User has paid the required Deposit and Facility Use Fee.

Date and Time of Use. User shall be permitted to use the Facility on [date of event] between the hours of [start time] and [end time] (the “Event Date”) only.

Access and Event Times. The Facility access and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment, and other items.

Deposit and Facility Use Fee. User agrees to pay to Auxiliary Organization a Deposit of [deposit amount] within five business days of the execution of this Agreement. User agrees to pay to Auxiliary Organization a Facility Use Fee in the amount of [facility use fee] for the use of the Facility. The Facility Use Fee must be received by the Auxiliary Organization at least [45] days before the Event Date. If either the Deposit or Facility Use Fee is not timely received by the Auxiliary Organization, this Agreement shall be automatically void and User shall have no right to use the Facility.

The deposit is non-refundable and non-transferable. If the User cancels the Event, User shall forfeit the deposit. Cancellations must be received [10] business days prior to Event Date, or no refund of the Facility Use Fee will be provided.

Responsible Party/Event Coordinating Deadline. The person(s) who completes and signs this Agreement shall be the Responsible Party. The Responsible Party shall coordinate all Event details with the Auxiliary Organization and agrees to complete this coordination no later than [21] days prior to the Event Date. The Responsible Party must be the host and in attendance throughout the Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this Agreement are met.

User's Obligations.

- a. User shall not violate any Federal, State, or local law, or rules of the Auxiliary Organization, the Trustees of the California State University, or the Campus. User shall not allow any Federal, State, local law, or rules of the Auxiliary Organization, the Trustees or the Campus to be violated.
- b. User shall not make any alterations to the Facility, any fixtures, building systems, or equipment. At the end of the Event, the Facility shall be left in a clean, safe condition. The User shall remove from the Facility all property and materials belonging to the User. If User damages the Facility, Auxiliary Organization shall have the option of either (i) requiring User, at User's own expense and risk, to restore the Facility to the condition existing prior to the Event, or (ii) itself making the repairs and restorations to the Facility. Auxiliary Organization shall have sole and complete discretion in deciding which option to exercise. If Auxiliary Organization decides to itself make the repairs and restorations to the Facility, the costs for same shall be borne solely by User. User shall reimburse Auxiliary Organization for any repairs or restoration necessary to repair damages to the Facility caused by User or the attendees of the Event no later than [10] business days after Auxiliary Organization presents User with a written statement or invoice reflecting the nature and costs of the repairs.
- c. User shall exercise care in the use of the Facility and adjacent Campus areas and shall comply with guidelines to reduce excessive wear or damage. User agrees to keep the Facility and adjacent areas on the Campus in a clean and orderly condition and to remove all waste material at the conclusion of the Event, unless Auxiliary Organization agrees, in writing, to be responsible for cleanup, removal of waste or recycling.
- d. 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. User should consult with the Auxiliary Organization for a full overview of allowable decorations and signage items and to appropriately accommodate User's needs. Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to the User. All

decorations and all outdoor and indoor directional signage must be removed by the User immediately following the Event.

User's Property. Neither the Auxiliary Organization nor Campus insure the personal property of the User its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.

No Assignment or Subletting. This Agreement is non-assignable and non-transferable.

Right to Enter. Auxiliary Organization reserves the right to enter and inspect the Facility at any time for any purpose during the Event. User shall follow all directives from Auxiliary Organization staff.

Indemnification and Hold Harmless. User shall hold harmless, defend and indemnify the State of California, the Trustees of the California State University, the [campus name], the Auxiliary Organization, and their employees, officers, directors, volunteers and agents (collectively, the "University") from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorney's fees and fees of litigation) of every nature arising out of, or in connection with, or relating to User's use of the Facility or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Auxiliary Organization.

Insurance Requirements. User shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the User, his guests, agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by User.

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an occurrence basis, including property damages, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. Aggregate limits are multiples of the occurrence limit, thus User shall maintain no less than \$2,000,000 aggregate. If the User maintains broader coverage and/or higher limits than the ISO mandated minimums, the Auxiliary Organization will require and be entitled to the broader coverage and/or higher limits held by the User.

Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

- a) The State of California, the Trustees of the California State University, the California State University, [campus name], the Auxiliary Organization, and their employees, officers, directors, volunteers and agents ("University") are to be covered as additional insureds with respect to liability arising out of the rental of the facility, including work or operations performed by or on behalf of the User and materials, parts or equipment furnished in connection with such work or operations.

- b) For claims arising out of liability arising out of this Agreement and the User's use of the Facility, the User's insurance coverage shall be primary insurance as respects the Auxiliary Organization and the University and any insurance or self-insurance maintained by the Auxiliary Organization or the University shall be excess of the User's insurance and shall not contribute with it.
- c) The User's Insurance Company agrees to waive all rights of subrogation against the Auxiliary Organization and the University for losses paid under the terms of any policy covering the facility rental or any activities of the User, its guests, agents, representatives, employees or subcontractors.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Auxiliary Organization.

Verification of Coverage. User shall furnish the Auxiliary Organization with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements must be actually received by the Auxiliary Organization at least [45] days before the Event Date. If the certificates and endorsements are not timely delivered to and received by the Auxiliary Organization, this Agreement shall be automatically and immediately void and User shall have no right to use the Facility. Auxiliary Organization may in its sole discretion, decide not to approve or accept User's insurance coverage in which event this Agreement shall be automatically and immediately void and User shall have no right to use the Facility.

Liquor Liability. If User will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If User is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If User intends to sell alcohol either the User or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance. In some cases the User's homeowner's liability insurance may provide coverage sufficient to meet these requirements. User should provide these requirements to his or her agent to confirm and provide verification to the Auxiliary Organization.

Special Events Coverage. Special events coverage may be available for an additional fee to provide the liability insurance required by this Agreement. User can obtain additional information and cost from the Auxiliary Organization.

Right to Modify. Auxiliary Organization reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances.

No Weapons/Firearms. All weapons and firearms are strictly prohibited at the Facility and on

the Campus.

Reassignment of Facilities. Should the Facility become unavailable due to an emergency, the Auxiliary Organization reserves the right to reassign the User to another Campus facility.

Termination/Cancellation. This Agreement to use the Facility is granted subject to observance of regulations. The Auxiliary Organization may revoke this Agreement effective immediately upon User's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by the Auxiliary Organization or governmental agency, or at any time for misrepresentation. The Auxiliary Organization may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the Auxiliary Organization, would make the Event unfeasible. Refunds of any Deposits and/or Facility Use Fees paid will be determined at the discretion of the Auxiliary Organization, on a case by case basis. User will provide at least thirty (30) days written notice of cancellation.

Modification of this Agreement. This Agreement contains the entire agreement and any modifications, changes or amendments to this Agreement must be written and signed by all the Parties to this Agreement. Notwithstanding the above, the Parties to this Agreement incorporate by reference, as though fully set forth herein, those specific paragraphs initialed by the Parties in the attached Facilities Use Agreement Addendum.

Acceptance of Terms. I have read and understand the above terms and conditions and agree to abide by these terms and conditions.

Auxiliary Organization: _____ Date: _____

Name and Title: _____

User: _____ Date: _____

Name and Title: _____

AORMA Recommended - Facilities Use Agreement Facilities Use Agreement Addendum

Auxiliary Organization: [name of auxiliary organization]
User: [name of user]
Event / Date: [event name / event date]
Campus: [campus name]

By initialing below, Auxiliary Organization and User agree the following paragraphs are incorporated into the attached Facilities Use Agreement as if fully set forth therein.

User / Auxiliary Organization

____ / ____ **Special Equipment.** The Auxiliary Organization, Campus and University assume no responsibility for equipment used at the Event which is supplied by the User or any other party. The Auxiliary Organization reserves the right to approve equipment and equipment providers.

User / Auxiliary Organization

____ / ____ **Publicity/Advertising.** All forms of Advertising and Publicity must be submitted to the Auxiliary Organization for approval [30] days in advance of posting or communication. When the Campus, University or Auxiliary Organization name is used in conjunction with publicity, inclusion of non-endorsement statement may be required. The Auxiliary Organization will furnish User with such a statement. Posting of any materials on Campus bulletin boards must be approved in accordance with Auxiliary Organization, Campus and University Policy.

User / Auxiliary Organization

____ / ____ **Additional Charges for Security/Police.** Campus Police shall solely determine and control security arrangements for the Event including, but not limited to, the type and number of security personnel and placement and use of security personnel. The cost of such service shall be paid by the User in addition to the Deposit and Facility Use Fee mentioned above.

User / Auxiliary Organization

____ / ____ **Vehicle Parking/Unloading.** User and its guests must abide by all Auxiliary Organization, Campus and University parking/traffic requirements, including but not limited to passenger and equipment loading and unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits. Payments of citations which result from parking/traffic violations are the sole responsibility of the User and its guests. If applicable, upon approval from Auxiliary Organization, User must use the Facility loading dock and freight elevator to bring in and take out equipment from the Facility.

User / Auxiliary Organization

____ / ____ **Unsupervised Minors.** Unsupervised minors (persons under the age of 18) are not permitted at the User's Event(s).

User / Auxiliary Organization

____ / ____ **No Smoking.** Smoking is prohibited in the Facility and outdoors within 20 feet of the Facility as well as at any other designated No Smoking area.

User / Auxiliary Organization

____ / ____ **Animals.** Except for animals certified to assist disabled persons, animals are prohibited in the Facility.

User / Auxiliary Organization

____ / ____ **No Flames/Fire/Smoke/Fog.** Open flames and the burning of any materials, including incense is prohibited. Use of candles must receive advance approval and meet fire code regulations. Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited in the Facility.

User / Auxiliary Organization

____ / ____ **No Bare Feet.** Bare feet are prohibited in the building and on the grounds of the Facility.

User / Auxiliary Organization

____ / ____ **Conduct.** The User and guests shall not interfere with the regular use of the Facility, the building and the adjacent areas on Campus by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited.

User / Auxiliary Organization

____ / ____ **Technology Needs.** If the User has extraordinary need for bandwidth, technology equipment or access to the Campus' technology resources. User must submit a written request explaining its particular technology needs to Auxiliary Organization within five business days of the execution of this Agreement. Auxiliary Organization and/or Campus, in its/their sole discretion, shall approve or deny User's request.



California State University Risk Management Authority
Auxiliary Organizations Risk Management Alliance

User / Auxiliary Organization

_____ / _____ **Other:** [description of contract addendum]

Auxiliary Organization: _____ Date: _____

Name and Title: _____

User: _____ Date: _____

Name and Title: _____