



FACILITIES USE AGREEMENT

CALIFORNIA STATE UNIVERSITY, BAKERSFIELD, (hereafter "CSUB") and the permittee (hereafter "Permittee") named below enter into this agreement for the use by Permittee of certain facilities owned by CSUB, under the terms and conditions of this agreement and the following documents, which by this reference are incorporated herein and made part of this Agreement:

- 1.) Policy and Procedures For Use of University Facilities (7 pages)
- 2.) Application for Use of Campus Facilities (2 pages)

1.00 PARTIES

The parties hereto are:

CSUB:

California State University, Bakersfield
9001 Stockdale Highway
Bakersfield, CA 93311-1099

Permittee:

Name: _____

Address: _____

Phone: _____

Contact person: _____

2.00 FACILITIES

Subject to the terms of this Agreement, the Permittee is hereby granted permission to use the following facilities:

_____.

3.00 PERIOD OF USE

The permission hereby given shall be for the following period or periods:

From _____, 2004__ at A/P.M. to _____, 2004 at ___A/P.M.
From _____, 2004__ at A/P.M. to _____, 2004 at ___A/P.M.
From _____, 2004__ at A/P.M. to _____, 2004 at ___A/P.M.
From _____, 2004__ at A/P.M. to _____, 2004 at ___A/P.M.

4.00 PERMISSABLE USE

The facilities may be used for the following activities:

5.00 CHARGES TO PERMITTEE

In consideration of the grant of the permission herein contained, the Permittee shall pay to CSUB the following amount(s) in the manner set forth:

6.00 CONDITION AND USE OF PROPERTY

6.01 Acceptance of Facilities; Duty to Repair; Surrender

Permittee accepts the facilities as being clean and in good condition and agrees to terminate its use of the premises on termination of the period of use in the same condition as when received, reasonable wear and tear excepted. Permittee shall be financially responsible for the repair and replacement of the property that is damaged. Repairs or replacement made shall be to the satisfaction of CSUB. Permittee’s responsibility extends beyond that of any security deposit made by Permittee.

6.02 Waste, Quiet Conduct; Insurance Hazards, Permits

Permittee shall not permit any waste upon or to the facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of students, employees, or invitees of CSUB. Further, Permittee shall not disturb the quiet enjoyment of adjacent properties, including creating sound levels equal to or exceeding 85 db measured at the adjacent property line. Permittee shall not engage in nor permit any conduct or

activity upon or in connection with the facilities that would increase the existing rate of insurance upon the premises of CSUB and the facilities situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such facilities.

All required fees and permits, including but not limited to permits for food vending, temporary structures, electrical wiring, stage and sound equipment, or fireworks shall be obtained by Permittee and filed with CSUB at least 14 days prior to the event. Fees for issuance of all permits are the sole responsibility of Permittee.

If Permittee desires the use of fireworks, the fireworks shall be staged in Parking Lot "I" and Permittee shall be required to sweep all areas upon which the fireworks debris falls, including but not limited to Parking Lot "I" and Roadrunner Drive from Camino Media to the Public Safety Building. The cleaning shall begin immediately after the event and be completed before 6:00 am the following morning. The sweeping service utilized by Permittee must comply with insurance requirements consistent with CSUB standards and have acceptable documents on file with CSUB Procurement.

6.03 Temporary Structures; Signs

Except as permitted by the Policy and Procedures For Use of University Facilities, no temporary structures or signs will be placed upon any CSUB facilities, except upon the prior written approval of the CSUB Vice President of Business and Administrative Services, and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

6.04 Alterations; Construction

No alterations shall be made to the facilities without the written approval of the CSUB Vice President of Business and Administrative Services. Any alterations or additions shall be at the sole expense of Permittee. Any additions to or alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to CSUB.

7.00 LIABILITY

7.01 Indemnity

Permittee shall save harmless, defend, and indemnify the State of California, the Trustees of the California State University, California State University, Bakersfield, and their officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with Permittee's use of the facilities.

7.02 Liability Insurance

Permittee shall, during the term hereof and any extension thereof, obtain and maintain at Permittee's expense liability insurance in insurance companies authorized to issue insurance in California and acceptable to CSUB that protects Permittee and CSUB, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with Permittee's use of the facilities. The liability coverage shall not be less than one million dollars (\$1,000,000.00) for any one occurrence unless fireworks are involved in which case the liability limit shall be no less than five million dollars (\$5,000,000.00) for any one occurrence. The insurance policy shall insure the State of California, the Trustees of the California State University, California State University, Bakersfield, and the officers, employees, volunteers and agents of each of them as additional insureds.

8.00 GENERAL PROVISIONS

8.01 Waiver

The waiver by CSUB of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by CSUB shall not be deemed to be a waiver of any preceding breach by the Permittee of any term, covenant or condition of this agreement other than the failure of the Permittee to pay the particular sum, so accepted, regardless of CSUB's knowledge of such preceding breach at the time of acceptance of such payment.

8.02 Interest

In the event the Permittee fails to pay to CSUB all sums required hereunder, at the time or times specified herein, (including but not limited to payments of sums due and the reimbursement of advances by CSUB), the amounts so due and unpaid shall from the due date bear interest at the rate of eighteen percent (18%) per annum or such lower rate as may then be the maximum rate of interest authorized by California law.

8.03 Assignment

Permittee shall not assign this agreement in whole or in part nor suffer any other person (the agents and servants of Permittee excepted) to use the premises or any portion thereof without the written consent of CSUB. The consent to one assignment shall not be deemed to be consent to

another assignment. Any assignment without written consent shall be void and shall, at the option of CSUB, terminate this agreement.

8.04 Successors

The provisions of this agreement shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and should there be more than one Permittee, each of the same shall be jointly and severally liable hereunder.

8.05 Entire Agreement

This agreement constitutes the entire understanding of the parties and supersedes any prior oral or written expressions of the parties.

8.06 Modification

Any amendment or modification of this agreement shall be effective only if in writing, executed by each of the parties hereto.

8.07 Notices

Any notice, request or demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the earlier of actual receipt or the second day (other than Sundays and legal holidays) after mailing to the party to whom notice is to be given, by first-class mail, postage prepaid and properly addressed. The addresses of the parties set forth on page one of this agreement shall be deemed to be the addresses of each such party for purposes of such notice, provided that either party hereto may change its address for purposes of this agreement by giving the other party written notice of its new address in the manner set forth above.

8.08 Governing Law

This agreement shall be construed under the laws of the State of California.

8.09 Captions

The title or headings to the paragraphs of this agreement are not a part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

By signing below each party manifests its agreement to all of the provisions of this Facilities Use Agreement.

**CALIFORNIA STATE UNIVERSITY,
BAKERSFIELD**

PERMITTEE

By: _____

By: _____

Name: _____

Name: _____

Title: Director of Procurement

Title: _____

Date: _____

Date: _____