



11110 Alondra Boulevard
Norwalk, CA 90650

District Facility Use Agreement

GENERAL CONDITIONS

This Agreement is hereby entered into between Cerritos College Community College District (hereinafter referred to as "District"), a California Community College District, and _____ (hereinafter referred to as "Permittee"), collectively referred to as "Parties".

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. Permittee's cooperation is mandated in assuring that the behavior of all Permittee's employees, volunteers, guests, or affiliates is conducive to an academic environment. The Permittee is responsible for the conduct of all Permittee employees, volunteers, guests, or affiliates attending or otherwise participating in the event. This includes, but is not limited to, providing sufficient 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 (as designated by the District) may result in immediate termination of Permittee's 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 District premises.
3. 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 written consent of the Director of Physical Plant & Construction 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 Refund, Deposit and Balance Due section of this Agreement.

4. Parking is limited to the areas specifically assigned by the District for use before, during, and after the event. Parking fee 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 parking permits are required at all times and they are to use the assigned parking areas only. Cerritos College retains the right to all parking revenues. The Permittee is not allowed to sell or re-sell parking. Vehicle regulations, including fire lane and handicapped parking zone restrictions, will be enforced at all times.
5. No weapons concealed or otherwise, shall be allowed on the District's premises, by Permittee, its employees, volunteers, guests, and invitees.
6. No alcohol or illicit drugs shall be allowed on the District's premises, by Permittee, its employees, volunteers, guests, and invitees. Alcohol consumption and illicit drug use is prohibited anywhere on campus.
7. Pyrotechnics and fireworks of any type are prohibited unless previously agreed in writing by the Director of Physical Plant & Construction Services, or designee. Additional insurance coverage may be required.
8. Permittee, its employees, volunteers, guests, and invitees will comply with the prohibition of smoking within twenty (20) feet of the entrance to campus facilities or buildings. Food and beverages are prohibited in classrooms, lecture halls, board rooms and any other rooms expressly stated by the District.
9. Permittee will be responsible for the lawful disposal of any hazardous waste generated by the Permittee's event, including but not limited to biomedical waste, chemical waste, construction and environmental hazardous waste. Additional insurance may be required for events generating hazardous waste.
10. Permittee will obtain and pay for all licenses and permits required for the operation permitted herein, and Permittee's occupancy of the permitted areas.
11. Permittee will adhere to all maximum occupancy loads for assigned areas of the event. Permittee will not allow a larger number of persons that can safely and freely move about in authorized areas within the facilities. Permittee will keep all aisles, passages, vestibules, halls and stairways 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 Permittee's approved and future permits.
12. 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 written 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 that remains after the use of District facilities; otherwise Permittee shall be billed for any expense involved.
13. The District, at its sole discretion, will provide normal overhead lighting, heating, water, restroom facilities and refuse receptacles for the execution of the permitted event(s), unless otherwise agreed by the Parties.

14. Permittee shall keep the premises in a clean and sanitary condition satisfactory to the Director of Physical Plant & Construction 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 Director of Physical Plant & Construction Services, or designee. Permittee shall return to the District premises in the same condition as prior to Permittee's event.
15. The Director of Physical Plant & Construction Services or designee(s) shall have absolute and full control of the facilities and all appurtenances and shall have the right to enter upon said premises at any and all reasonable time for the purpose of inspection and observation of Permittee's activities.
16. All advertising materials and information relating to the event herein shall be approved by the Director of Physical Plant & Construction Services or designee, prior to dissemination. The Permittee will submit materials to the District Representative seven (7) days prior to the event, and the District agrees to provide its approval or denial within 48 hours of the Permittee's request. Materials to be approved shall include, but not limited to, all printed matter for use in newspapers, journals, magazines and similar periodicals. Banners to be displayed on perimeter fencing shall be approved by District prior to posting. All materials to be used in broadcast media, including internet services, shall be approved by the Director of Physical Plant & Construction Services or designee, prior to broadcast. Unless otherwise agreed by the parties with respect to any particular material, advertising content shall state that neither the program nor its content are endorsed or sponsored by Cerritos College Community College District, and permittee cannot use the Cerritos College logo or any image associated with the District.
17. Permittee shall provide adequate security for the execution of the permitted event(s). At the District's sole discretion, if required, Permittee shall submit a written security plan for the event(s) and receive approval of the Chief of Police, 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 at the currently customary overtime hourly rate.
18. 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 District, the Director of Physical Plant & Construction Services, or designee, reserves the right to cancel Permittee's event immediately and enforce all cancellation rights, at no cost to the District.
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. Permittee shall not sell, vend or authorize the sale of food, beverages, alcohol, tobacco, printed material or other merchandise on the premises or provide special services to the public without prior approval of the Director of Physical Plant & Construction Services, or designee. Permittee acknowledges that the District has contractual arrangements with food and beverage vendors, which may include, but are not limited to, rights of exclusivity on District's premises regarding the sale of said food and beverage.

21. The District shall be fully released from its duties and obligations under this Agreement if premises requested are 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. To the extent that Force Majeure event renders the premises inaccessible as described herein, the parties shall work together in good faith to reschedule the event, if so desired by the Permittee. If the event is not rescheduled, the District shall refund to Permittee any fees already paid relating to the event.

22. The Cerritos College Police Department (CCPD) has jurisdictional authority on all District property and facilities. Permittee, its employees, volunteers, guests, and invitees agree to abide by all direction and instruction of the CCPD. Events requiring security, as deemed by the District, shall be required to employ CCPD employees for this purpose. In addition to CCPD personnel, private security details may be employed by the permittee, with prior written consent of the District.

CANCELLATIONS

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 18 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 Permittee's default.

DEPOSIT

Fifty percent (50%) of the estimated amount of fees associated with the proposed event, including overhead charges, is to be paid to the District. District fees may be paid only by check made payable to Cerritos Community College 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-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 shall provide the District with final number of attendees, services used, and revenues, if any. If applicable, District will prepare and provide Permittee with a final invoice which will be due and payable with thirty (30) days after date of invoice receipt. All payments are payable to Cerritos 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, either directly or indirectly, resulting from Permittee's activities.

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.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Permittee agrees to indemnify and hold harmless the Cerritos Community College District, hereinafter referred to as the District, its officers, agents, volunteers, and employees, from any and all claims or demands growing out of injuries to persons, including death, or damage to property sustained by any person or persons, firm or firms, corporation or corporations, including the District, arising from the conduct of or management about the demised premises, or from any occurrence in or on the demised premises, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the Permittee in the performance pursuant to the terms of this use, or arising from any act or negligence of the Permittee, or any of its agents, contractors, servants, employees, licensees, customers or invitees and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action proceeding brought thereon; and in case any action or proceeding be brought against the District by reason of any such claim, the Permittee, upon notice from the District, covenants to resist or defend at Permittee's sole expense such action or proceeding by counsel reasonably satisfactory to the District.

The Permittee further agrees and promises that Permittee shall not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the Cerritos Community College District in any movie film, film production or commercial venture, the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene, or injurious material or is subversive in any way.

INSURANCE

Permittee shall secure and maintain Commercial General Liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate with coverage for incidental contracts. Permittee agrees to name Cerritos Community College District and the Cerritos 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 shall 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 entitles other than the District. Certificates of

insurance and additional insured endorsement shall be submitted to District no later than fifteen (15) days prior to the event.

Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

Liability: Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

The District reserves the right to require additional insurance amounts for specific events.

LAST MINUTE RESERVATIONS

A "last minute reservation" is any request for District facilities that is within 10 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 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.

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 hereunder, 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 therefrom shall trigger Permittee's indemnity and defense obligations as noted within this Agreement.

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 et seq.

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 shall be signed by persons authorized to sign on behalf of Permittee and bind the Permittee 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 Permittee:

DISTRICT

Monica Castro

Facilities Scheduling Specialist

Cerritos Community College District

11110 Alondra Blvd.

Norwalk, CA 90650

(562)860-2451 Ext. 2303

macastro@cerritos.edu

PERMITTEE

Name: _____

Title: _____

Organization: _____

Address: _____

City: _____

State/Zip: _____

Ph. _____ **email:** _____

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.

_____**Date:** _____

**Authorized Representative's
Signature**

_____**Date:** _____

Elmer Gomez
Director of Physical Plant & Construction Services
Cerritos Community College District