

District Facility Use License Agreement

Cerritos Community College District

11110 Alondra Blvd.
Norwalk, CA 90650

This License Agreement (“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 “Licensee”), collectively referred to as “Parties”.

Whereas, District is the owner of certain real property located at 11110 Alondra Blvd., Norwalk, CA 90650 (“Premises”);

Whereas, the District is authorized by Education Code Section 82537 (“Act”) to allow use of its facilities on the Premises by the general public;

Whereas, Licensee desires to so use the District’s facilities pursuant to the restrictions applicable under this Agreement;

Whereas, Licensee has submitted an Application for Use of District Facilities (“Application”); and

Whereas, District desires to allow Licensee to use its facilities under the Act upon the terms and conditions set forth in the Application and herein.

NOW THEREFORE, 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.

1. Use of Facilities.

a. District agrees to allow use of facilities as identified in the Application (“Facilities”) for the operation of Licensee’s activity (“Activity”) as described in the Application, which Application is attached hereto Exhibit “A” and made a part of this Agreement.

b. Licensee shall have use of the Facilities during the time on the day(s) set forth in the Application to conduct the Activity, which dates are _____ through _____ (“Term”).

c. The District shall maintain the right to make the entirety of the Premises available to the general public during non-school hours, pursuant to the Act and as required by law.

d. The District may enter upon the Facilities at any time during the Term to observe the Activity.

2. Covenants of Licensee.

a. Licensee’s cooperation is mandated in assuring that the behavior of all Licensee’s employees, volunteers, guests, or affiliates (collectively, “Licensee Parties”) is conducive to an academic environment. The 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 (as defined below) 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 Premises.

b. Licensee will on its own account and expense make all provisions necessary for furnishing all equipment, paraphernalia, tickets, services, trophies, materials, etc., for the Activity. 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 Premises. Licensee will be required to remove all designated equipment and furnishing from the Premises immediately following the Activity permitted herein. The District assumes no liability or responsibility for theft, damage, misuse, or destruction of vehicles or personal property of Licensee or Licensee Parties brought on to the Premises during the Term of this Agreement.

c. Licensee covenants that no equipment provided by District will be removed or replaced by the Licensee without prior written consent of the Director of Physical Plant & Construction Services, or designee ("District Representative"), and if such consent is secured, such removal and replacement will be to the sole cost and expense of the Licensee.

d. Licensee covenants that, if extraordinary conditions are required for the execution of the permitted Activity, the Licensee is responsible for the arrangement and payment of special services under the Refund, Deposit and Balance Due section of this Agreement.

3. Parking. Parking is limited to the areas specifically assigned by the District for use before, during, and after the Activity. Parking fee 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.

4. Facilities Use Restrictions.

a. No weapons concealed or otherwise, shall be allowed on the District's Premises, by Licensee or Licensee Parties.

b. Any uses, which involve the serving and/or sale of alcoholic beverages or illegal drugs and/or the conducting of games of chance, are prohibited on the Premises.

c. 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.

d. Pyrotechnics and fireworks of any type are prohibited unless previously agreed in writing by the District Representative, or designee. Additional insurance coverage may be required.

e. Licensee and Licensee Parties will comply with the prohibition of smoking within twenty (20) feet of the entrance to campus facilities or buildings.

f. Food and beverages are prohibited in classrooms, lecture halls, board rooms and any other rooms unless expressly permitted in writing by the District.

g. Licensee shall not permit any hazardous waste to be generated by the Licensee's Activity, including but not limited to biomedical waste, chemical waste, and environmental hazardous waste.

h. Licensee will obtain and pay for all licenses and permits required for the operation of the Activity and Licensee's occupancy of the Premises.

i. Licensee will adhere to all maximum occupancy loads for assigned areas of the Activity. Licensee will not allow a larger number of persons that can safely and freely move about in authorized areas within the Facilities. Licensee will keep all aisles, passages, vestibules, halls and stairways free and clear from obstructions and will not use such portion of the Facilities other than for ingress and egress. Failure to do so may result in cancellation of Licensee's approved and future Activity.

j. 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 written 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 that remains after the use of District Facilities; otherwise Licensee shall be billed for any expense involved.

k. Licensee shall keep the Premises in a clean and sanitary condition satisfactory to the District Representative, 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 District Representative, or designee. Licensee shall return the District Premises in the same condition as prior to Licensee's Activity.

l. Licensee 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 District Representative, or designee. Licensee 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.

5. District Rights and Responsibilities.

a. The District, at its sole discretion, will provide normal overhead lighting, heating, water, restroom facilities and refuse receptacles for the execution of the permitted Activity, unless otherwise agreed by the parties.

b. The District Representative or designee(s) shall have absolute and full control of the Facilities and all appurtenances and shall have the right to enter upon the Facilities at any and all reasonable time for the purpose of inspection and observation of Licensee's Activity.

c. All advertising materials and information relating to the Activity herein shall be approved by the District Representative or designee, prior to dissemination. The Licensee will submit materials to the District Representative seven (7) days prior to the Activity, and the District agrees to provide its approval or denial within 48 hours of the Licensee'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 District Representative 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 District, and Licensee cannot use the District logo or any image associated with the District.

6. Security/Safety.

a. Licensee shall provide adequate security for the execution of the permitted Activity. At the District's sole discretion, if required, Licensee shall submit a written security plan for the Activity and receive approval of the District Representative, 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 at the currently customary overtime hourly rate.

b. If at any time the District deems that the Licensee's use of the Facilities is unsafe, disruptive or not in the best interest of the District, the District Representative, or designee, reserves the right to cancel Licensee's Activity immediately and enforce all cancellation rights, at no cost to the District.

c. Campus Police have jurisdictional authority on all District property and facilities. Licensee and Licensee Parties agree to abide by all direction and instruction of the Campus Police. Events requiring security, as deemed by the District, shall be required to employ Campus Police employees for this purpose. In addition to Campus Police personnel, private security details may be employed by the Licensee, with prior written consent of the District.

7. Force Majeure.

a. Licensee releases District from any and all liability resulting in Licensee's, or Licensee Parties' 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.

b. 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 Activity renders the Premises inaccessible as described herein, the parties shall work together in good faith to reschedule the Activity, if so desired by the Licensee. If the Activity is not rescheduled, the District shall refund to Licensee any fees already paid relating to the Activity.

8. Cancellations.

a. This Agreement shall be non-assignable. Only the Licensee as named in the Application and in this 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 when it deems such action advisable and in the best interests of the District.

b. 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 retain all or part of any payment made to the District for cancellations of this Agreement by the Licensee.

c. If the District must cancel an Activity prior to the start of the Activity, the deposit 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 Licensee's default.

9. Fees/Deposit.

a. The estimated total fee charged for the Activity shall be \$_____ ("Fee"). The Fee is subject to adjustment by the District to reflect additional costs incurred by the Licensee.

b. Fifty percent (50%) of the Fee, including overhead charges, is to be paid to the District upon execution of this Agreement by the Licensee.

c. The Fee and any additional costs may be paid only by check made payable to the "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-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.

d. The District, holds the right to ask for full payment of the Fee in advance of the Activity 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 use of the Facilities.

e. Within 72 hours after the Activity, Licensee shall provide the District with a final number of attendees, services used, and revenues, if any. If applicable, District will prepare and provide Licensee with a final invoice which will be due and payable with thirty (30) days after date of invoice receipt. Additional services provided by District at Licensee'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 Licensee's activities.

f. Any request for District facilities that is within 10 calendar days prior to an event may be accepted or rejected in the District's sole discretion. 100% of the Fees for such Activity, including, a completed Application, signed Agreement, and all required insurance documents must be submitted and accepted by the District prior to approval of the Activity and execution of this Agreement by the District.

10. Ticket Sales.

The 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.

11. Indemnification and Hold Harmless Agreement

a. Licensee agrees to indemnify and hold harmless the District, its Board, officers, agents, volunteers, and employees (“District Parties”), 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, use or management of the Premises, or from any occurrence in or on the Premises, and will further indemnify and hold the District Parties harmless against and from any and all claims arising from any breach or default on the part of the Licensee in the performance pursuant to the terms of this use, or arising from any act or negligence of the Licensee, or any Licensee Parties 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 Licensee, upon notice from the District, covenants to resist or defend at Licensee’s sole expense such action or proceeding by counsel reasonably satisfactory to the District.

b. The Licensee further agrees and promises that Licensee shall not use nor permit any other person, firm or corporation to use pictures or films of the Premises and/or facilities of the 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.

12. Insurance.

Licensee 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. Licensee agrees to name the District and the District Board of Trustees as additional insured under this policy. Further, the Certificate of Insurance will provide 30-days prior written notice of cancellation. Licensee 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 Licensee 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 Activity.

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.

13. Miscellaneous.

a. 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 in an as-is condition. 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 event such injury does occur, any claim arising therefrom shall trigger Licensee's indemnity and defense obligations as noted within this Agreement.

b. 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.

c. 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.

d. The undersigned is a duly authorized representative of the Licensee and represents that, to the best of his/her knowledge, the District Facilities, for which the Application was submitted, 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 Licensee and bind the Licensee 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 this Agreement 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 Licensee:

DISTRICT

Denise Marshall

Facilities Scheduling Specialist

Cerritos Community College District

11110 Alondra Blvd.

Norwalk, CA 90650

(562)860-2451 Ext. 2303

marshall@cerritos.edu

LICENSEE

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 Licensee and that the Licensee acknowledges and accepts the terms and conditions herein and attached hereto.

District:

Licensee:

_____ Date: _____

_____ Date: _____

David C. Moore
Director of Physical Plant
& Construction Services
Cerritos Community College District

Name: _____

Title: _____

