

**APPLICATION / PERMIT FOR USE OF DISTRICT FACILITY AGREEMENT
BETWEEN SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND USER**

PERMIT NO# _____

INSTRUCTIONS: Fill out carefully and legibly all applicable parts of this form. See Rules and Regulations on reverse side.

APPLICATION DATE	ORGANIZATION NAME ("USER")	PROFIT NON-PROFIT	<input type="checkbox"/>
STREET ADDRESS		CITY, STATE, ZIP	
NATURE OF USE	EXPECTED ATTENDANCE	ADMISSION FEE	\$
RESERVATION CONTACT NAME	TELEPHONE #		
AT EVENT CONTACT NAME	CELL #		

FEE SCHEDULE AVAILABLE FROM CIVIC CENTER:

AV EQUIPMENT	YES <input type="checkbox"/>	CONCESSION SERVICE	YES <input type="checkbox"/>	SET UP REQUIRED	YES <input type="checkbox"/>	MARQUEE SIGNAGE	YES <input type="checkbox"/>	OTHER-SPECIFY:	YES <input type="checkbox"/>
	NO <input type="checkbox"/>		NO <input type="checkbox"/>		NO <input type="checkbox"/>		NO <input type="checkbox"/>		NO <input type="checkbox"/>

SPECIFY FACILITY LOCATION(S), DATE(S) AND TIME(S) BELOW (Attach additional page(s) if necessary):

FACILITY	DAY / DATE(S)	START TIME	END TIME

- GENERAL CONDITIONS:** This Agreement is hereby entered into between Santa Clarita Community College District, a California Community College District, ("District") and User whereas the District is authorized by Education Code, Section 38130, to allow use of its facilities by the general public, and whereas User desires to so use these facilities; and in consideration of the promises made and intending to be legally bound, the District and User agree to the Terms and Conditions as set forth herein, to the Rules and Regulations on the back side of this Agreement and to any Addendum made a part hereof. The District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests, or invitees of User, brought on to the premise during the term of this Agreement. User agrees that In the event this Permit is canceled by User, or due to User's failure to meet Agreement requirements, refunds will be at the discretion of the District. Any change to this Permit shall be made in writing at least five (5) working days prior to date of event and is subject to District approval.
- PARKING AND SECURITY:** Events determined by the District to be too large to be managed by District's normally-scheduled staff will require that User arrange for and be responsible for the payment of: (a) an approved, bonded, licensed and insured event parking service and/or (b) approved, bonded, licensed and insured uniformed security guard service and/or (c) off-duty law enforcement personnel. Such determination will be at the District's sole discretion. All motor vehicles must be parked in designated parking spaces only and shall abide by any/all posted and/or painted restrictions. Violators will be cited and/or towed at owner's expense. It shall be the sole responsibility of the User to make the required parking and security arrangements and payments directly to the parking and/or security provider. Written proof of District-required event parking service and/or security must be provided to the District at least two (2) weeks prior to the event. Failure to provide required parking and/or security will lead to cancellation of this Agreement.
- INSURANCE:** User agrees to maintain, in full force and effect, at User's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance naming District and the District's Board of Trustees as an Additional Insured, with limits of not less than One Million Dollars (\$1,000,000) including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis; (ii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) Workers' Compensation insurance as required by statutory insurance requirement of the State of California covering all User personnel on the District's premises during the term of the Facility Use whether said personnel are employed by the User or supplied by persons or entities other than the District; and (iv) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). **User shall deliver Certificates(s) of Insurance along with a copy of the Additional Insured Endorsement at least 48-hours in advance of the facility use, or the facility permit will automatically be canceled.**
- RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** User accepts premises and adjoining areas as is and releases, discharges and shall indemnify, defend and hold harmless the District, the District's Board of Trustees, College of the Canyons Foundation and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths (Users, agents, employees, representatives, guests and invitees included) and damage to property arising directly or indirectly out of this Agreement including but not limited to User's use of the premises, the adjoining areas, including the parking lots, including but not limited to District's, the District's Board of Trustees or College of the Canyons Foundation's own active negligence or acts other than fraud, willful misconduct or violation of the law.
- NON-ASSIGNABILITY:** This Agreement may not be assigned without prior written consent of District, which consent may be withheld by District in its sole and absolute discretion.
- 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 shall be brought in the appropriate court in Los Angeles, California.
- ENTIRE UNDERSTANDING:** This Agreement contains the entire understanding of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both parties.
- TERMS:** Fifty (50) percent of fee is payable with Application. Balance of payment in full is due to District within seven (7) business days after the last scheduled event listed on this Permit. Payable to: Santa Clarita Community College District, 26455 Rockwell Canyon Road, Santa Clarita, California 91355. Telephone: 661-362-3240 Fax: 661-326-5380.
- STATEMENT OF INFORMATION:** The undersigned, as a duly authorized representative for User, states that to the best of his/her knowledge the District property for use by which application is hereby made, will not be used for the commission of any crime or any act which is prohibited by law. By my signature below, I acknowledge that I am authorized to sign on behalf of the Organization and bind the Organization to the terms of this Agreement. I understand and agree to all terms, conditions Rules and Regulations in this Agreement.

Signature _____ Name (print) _____

(Person authorized to sign on behalf of Organization)

Title _____ Date _____

RULES AND REGULATIONS

1. Use and occupancy of District property shall be primarily for public District purposes. Authorized use or occupancy of the property for other than public District purposes shall be secondary and subordinate to this primary purpose. The District reserves the right to deny any facility use that it deems inappropriate use of the District campus.
2. Permission to use District facilities will be granted in accordance with Board policy and established rates. Copies of same may be obtained with the application.
3. No use or occupancy of District property will be permitted if the Board of Trustees, in the exercise of its discretion, determines that such use or occupancy will interfere with the use of the property for District purposes.
4. The District may require to be furnished, reasonably in advance, with a complete program, with copies of all talks and addresses and script of any entertainment proposed to be given on District property. If such copy reasonably demonstrates that the program will be in violation of the law or of these rules or be deemed inappropriate use of the District campus, the proposed use shall not be permitted.
5. The terms "Organization" or "User" used in these Rules and Regulations are defined to mean and include the person, persons or group of persons, applying for the use of District property. Where the applicant is a person, or two or more persons associated together in a partnership, the application should be signed by the president or the secretary of the Organization making application. In all instances, the individual signing on behalf of the Organization must be authorized to do so and must provide proof of authority to sign.
6. User shall assume responsibility for any affiliate person, persons, group of persons and/or activity occurring on District property during, and in conjunction with, any event included in this Permit/Agreement.
7. User shall not arrive before the time authorized and will leave not later than the Permit expiratory time. An additional fee may be assessed for overtime per the Fee Schedule.
8. The User shall comply with Title IX regulations.
9. Applications shall be referred to Civic Center. Applications must be filed at least two (2) weeks prior to desired use of facility date.
10. A District employee shall be on duty for each event who shall open and lock doors and ensure equipment is working. The District is not responsible for setting up User equipment unless proper arrangements have been made. District employees, including additional security, used by the Organization must be paid for by the Organization using the facility at the District established rate of pay. The District will bill for the amount due for services rendered and facility usage. Payments are to be made directly to the District.
11. The District will perform the clean up after each event and User shall be responsible for payment of the assessed fee based on the Fee Schedule.
12. In cases where the use of District property includes radio or television broadcasting, together with special equipment, extra telephone line, etc., an additional fee will be assessed based on the Fee Schedule and be included in the final billing.
13. District shall assume no responsibility for mail and shall not permit use of District telephone for long distance calls by members of the Organizations using the facilities. If these Rules and Regulations are violated, the District shall revoke Facility Use permit(s) and shall refuse to give future Facility Use permits to the Organization involved.
14. Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting or other damaging of District facilities is strictly prohibited and may subject User to a fine, repair charges, and/or termination of use or occupancy of District property.
15. No existing signage shall be covered or defaced in any way.
16. User shall not be permitted to remove or displace furniture or apparatus except with permission, and under the supervision of, the District representative in charge.
17. There shall be no smoking or use of tobacco products, intoxicants, alcohol or narcotics in or about District property including parking lots. No gambling will be permitted.
18. Aircraft-related activities are not allowed at non-District events. This includes manned or unmanned, powered or non-powered aircraft of any type including helicopters, ultra-lights, hang gliders, hot air balloons, parachuting, etc.
19. Food and Beverage Concessions: COC Foundation will provide concessions for all Stadium events. All other concessions and food services on the District campus must be approved by the District.
20. Food or refreshments are not permitted in auditoriums or classrooms.
21. The vending or sale of any article will not be permitted during use or occupancy of the District property without prior approval.
22. Cancellation or change to this Application must be in written form and submitted at least five (5) working days before the date of use. Any change requires District approval.
23. If the application is canceled due to User not having met the provisions outlined, refunds are at the discretion of the District.
24. A signed copy of this Application must be in the User's possession during use of facilities.
25. User shall comply with all applicable laws, Rules and Regulations. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removal of the User from the District property and shall bar such User from further use thereof.

Authorized Signer User Acknowledgement:

_____ *Date*

Signature