

Santa Clarita Community College District
 26455 Rockwell Canyon Road
 Santa Clarita, CA 91355
 (661) 362-3240 Robin Williams
 robin.williams@canyons.edu



For Office Use Only Date Received: _____ Permit No.: _____
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LICENSE AGREEMENT

BETWEEN SANTA CLARITA COMMUNITY COLLEGE DISTRICT AND USER

(Please note: Insurance and Hold Harmless forms will be required at least 48 hours in advance of the event.)

Application Date: _____ Applicant's Name: _____ Profit Non-Profit

Applicant's Email, Office & Cell Phone: _____

Organization (User): _____ Organization Phone: _____

Organization Address: _____

Name/Nature of Event: _____ Date(s) of Event: _____

Expected Attendance: _____ Admission Fee (if applicable): _____

Website Where Event is Being Advertised: _____ Is Event Open to the Public? _____

Will there be food served at the event? _____

(Note: All concessions and food services on District property must be approved by the District.)

Facilities	Event Start Date	Event End Date	Even Start Time	Event End Time
Parking Structure	May 15, 2020	June 30, 2020		

Rental of District Equipment: _____

Event-Specific Arrangements: _____

By signing below, Applicant understands and agrees this application is not a confirmation of facility use and that the date(s) for the event will not be confirmed until the Applicant receives written confirmation from an authorized representative of the Santa Clarita Community College District. If application is approved, the undersigned has read and hereby agrees to abide by and enforce all rules and regulations including insurance requirements pertaining to the use of school facilities established by the Board of Trustees of the Santa Clarita Community College District as printed on the second page of this application. I certify that I am authorized to sign on behalf of Applicant:

Applicant's Signature: _____ Date: _____

Permit for License of District Facilities

Facilities approved: _____ Date(s): _____

Estimated Charges: \$0

This License Agreement is hereby entered into between the Santa Clarita Community College District, a California community college ("District") and Applicant ("User") whereas the District owns and operates the College of the Canyons campus located at 26455 Rockwell Canyon Road in Santa Clarita, California ("Campus"), and whereas User desires to temporarily use certain portion of the Campus; and in consideration of the promises made and intending to be legally bound, the District hereby grants a non-exclusive license to User for that certain facilities set forth above for User's use in accordance with the terms of this Agreement; allow User certain access to specified areas and facilities at the Campus pursuant to this License; and provide certain limited support services to User in connection with User's operations as explicitly set forth in this Agreement. District and User agree to the Terms and Conditions as set forth herein, to the Rules and Regulations attached to this application/permit and to any addendum made a part hereof.

Application Approved by Santa Clarita Community College District

 Authorized District Representative

 Date

The attached Permit Rules and Regulations are a part of this application.

PERMIT RULES AND REGULATIONS

General Conditions

It is understood that these permit rules and regulations are a part of the License Agreement (the "Agreement") between the District and the User with respect to the District property used by the User (the "District Property").

The District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests or invitees brought on the District Property during the term of this Agreement. The term guest as used herein, shall refer to any person entering the District Property based on the User's activities or invitation, including any third party employees hired by User to perform any services on or around the District Property.

User agrees that in the event this permit is canceled by User or User is required to vacate the District Property due to User's failure to meet any of the requirements set forth in this Agreement.

Any requested change to this Agreement by the User shall be made in writing at least five working days prior to the date of event and is subject to District approval.

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. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of students. The District, at its sole discretion, shall determine the priority of use for the District Property and may deny any request for use based on the District's established policy (Board Policy 6700).

Permission to use the District Property will be granted only for the current semester unless and until the needs for instructional purposes for the following semester have been previously determined.

The District reserves the right to deny any request to use the District Property if the District determines, at its sole discretion, that the proposed use is an inappropriate use of the District Property or otherwise does not comply with the requirements of this Agreement or District Board Policy.

The District may require User to provide, reasonably in advance, a written summary of the activity to be conducted on District Property, which shall include a complete program summary, and copies of all talks, addresses and scripts proposed to be given on District Property, if applicable. Any documentation submitted to the District pursuant to this paragraph shall be incorporated into this Agreement and User shall not deviate from the description provided in the documents without prior written approval from the District. If such copy reasonably demonstrates that the User's proposed use, or any component of the Use, will

be in violation of the law, the terms of this Agreement, or any District rule, policy or regulation, or if the District deems the Use to be an inappropriate use of the District Property, the District may reject the proposed use and terminate this Agreement.

User's employees, non-employees, and guests shall not be considered officers, employees or agents of District and are not entitled to benefits of any kind or nature normally provided employees of the District or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. User assumes the full responsibility for the acts or omissions of User's employees, non-employees, and guests under this Agreement. User shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective User employees.

A District employee may be on duty for each event solely for the purpose of opening and locking doors, ensuring District equipment is working, and monitoring User's activities for the District's benefit. The District is not responsible for setting up User equipment unless prior written arrangements have been made. District employees, including additional security, used by the User must be paid for by the User to the District at the District established rate of pay. The District may either pre-bill the User for its use of District employees or send a bill after such use. Payments are to be made directly to the District. District makes no guarantee that any District employees will be made available for User and User must submit a written request to the District for District employee services. In no event shall User contact District employees directly or seek any District employee's services or help without the prior written approval from the District.

User shall comply with Title IX and therefore, shall not conduct any activity or initiate any policy that excludes or limits participation based on sex, gender identity, or sexual orientation.

Insurance Requirements

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 and volunteers on the District's premises during the term of the District Property use whether said personnel are employed by the User or supplied by persons or entities other than the district, and (iv)

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automobile liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury or property damage of not less than One Million Dollars (\$1,000,000).

Additionally, User agrees to maintain, in full force and effect, at User's expense, medical professional liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and aggregate limits of not less than Four Million Dollars (\$4,000,000). Should User's professional liability insurance be on a "claims-made" basis, such insurance shall be maintained during the Term of this Agreement, and renewed for a period of at least five (5) years thereafter and at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

The District does not represent or warrant that the types or limits of insurance adequately protect User's interest or sufficiently cover User's liability. Failure by User to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.

All of the foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance which may be maintained by the District. The Workers' Compensation and Employer's Liability policies shall be endorsed to waive all rights of subrogation against Santa Clarita Community College District.

User agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, District's Board of Trustees, its officers, agents and employees as Additional Insured under its policy(ies). User's insurance shall contain an endorsement providing that such insurance shall be primary and such endorsement shall further state that District's own coverage will not contribute with it. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

User shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Endorsement at least 48 hours in advance of the User's use of the District Property or this Agreement will automatically be canceled.

Release, Indemnification and Hold Harmless

User agrees to indemnify, defend, and hold harmless District, its affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against all liability for any costs, damages, judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, claim, demand or action of any kind arising out of the use of the District Property by User or any action taken as a result of this Agreement made or suffered by any person or entity, including, but not limited to, any person attending an User event, any person using the District Property at the direction of the User (including User employees,

guests which include third parties hired or permitted by User to perform any activity on or around the District Property), or the District. This duty to defend and indemnify includes, but not limited to, any liability for damages related to:

- (1) death, illness, or bodily injury to any person while using, attending, or traveling to or from, the District Property for any User event regardless of the claimed cause of the death, illness, or injury;
- (2) injury to, loss or theft of property incurred during, or as the result of, the use of the District Property by the User regardless of the claimed cause of the loss;
- (3) any failure or alleged failure by the User or any attendee of an User event to comply with any provision of law applicable to the District Property;
- (4) any failure or alleged failure of the User to meet its obligations and responsibilities as set forth in this Agreement; or
- (5) any other loss, damage or expense arising under either (1), (2), (3) or (4) above, sustained by the User, the District, or any person or entity entering the District Property to attend a User event conducted pursuant to this Agreement, except for liability resulting from the sole and active negligence of the District.

District provides the District Property in an "as is" condition. District has made no representation or warranty as to the suitability of the District Property for User's planned use and User waives any implied warranty that the District Property is suitable for User's intended purposes. Prior to the commencement date of the Agreement, User shall have taken the appropriate steps and made the appropriate inquiries to confirm that User will be in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the District Property and will maintain compliance throughout the duration of this Agreement. User is solely responsible for ensuring the District Property is sufficient for the event(s) it conducts pursuant to this Agreement and shall indemnify and hold the District harmless for any claim or damage arising from any allegation that the District Property are insufficient for User's proposed or anticipated use or non-compliant with any applicable regulation or law related to any event or activity conducted by User on the District Property. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. User shall submit a completed Save Harmless Agreement and Covenant Not to Sue at least 48 hours in advance of the District Property use or this Agreement will automatically be canceled.

Conduct

When a request for use of District Property is made by any organization, the responsible person will be required to ensure all persons entering or using the District Property pursuant to this Agreement, including User employees and guests, comply with all applicable rules and regulations of the District's Board of Trustees, the requirements set forth in this Agreement, instructions provided by the District during the User's use, and

PERMIT RULES AND REGULATIONS

all other applicable laws.

User is responsible for the supervision and discipline of all staff, non-employees and guests while such personnel are on District Property regardless of whether such staff are User's employees. In the event the District determines any person using the District Property pursuant to this Agreement, including the User's staff, non-employees and guests, fail to comply with any of the applicable rules, regulations, laws, this Agreement, or District instructions regarding use, User shall promptly address all incidents of misconduct involving its staff, including any incidents that District brings to the User's attention. If District determines, at its sole discretion, that any employee, non-employee, or guest of User poses a threat to District facilities or operations, District may require User to remove any employee, non-employee, or guest from District Property.

All staff must have written identification indicating their status as a staff of the User at all times while on the District Property. Such identification shall be provided upon District's request.

No alcoholic beverages, intoxicants, or controlled substances in any form shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity and required to immediately vacate all District property. (Board Policy 6700)

Equipment Usage

District-owned equipment, materials or supplies of any nature that are not a part of the approved permit shall not be used, manipulated, or adjusted in any way by User without prior written approval from the District.

User shall be solely responsible for ensuring any and all additional property or equipment not owned by the District, but provided or rented by User ("Outside Equipment") complies with all applicable laws and regulations, including any applicable city, county, state and federal safety requirements. User shall provide a written list of all Outside Equipment it plans to use on District Property which list shall be incorporated into this Agreement as an Exhibit. User shall be solely responsible for the condition and use of the Outside Equipment and shall indemnify the District from any harm resulting from any Outside Equipment in accordance with the "Release, Indemnification and Hold Harmless" provision set forth herein. In no event shall the District be responsible or liable for any damage to the Outside Equipment. User shall not use any Outside Equipment that requires permanent changes to the condition of the District Property.

User shall not be permitted to remove or displace furniture or apparatus (including but not limited to lights, curtains, ceiling pieces, etc.) except with prior written permission and under the supervision of District representatives in charge.

Facility Capacity & Fire Regulations

User shall ensure the number of persons entering the District Property, or any room or facility within the District Property, does not exceed the legal capacity limit. User shall be solely responsible for determining the legal capacity limits applicable to its actions and shall take all actions necessary to ensure compliance with any capacity limit and all other fire regulation obligations.

Flammable decorations, including stage scenery, shall be fire resistant or flame proofed and shall comply with all applicable safety regulations related to fire safety including all applicable requirements of the State Health & Safety Code. No device which produces flames, sparks, smoke or explosions shall be used in on, or around the District Property. The use of any material or device which constitutes a fire hazard is expressly prohibited. Fireworks are strictly prohibited.

Safety

All decorative materials, including but not limited to draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

The User at all times during the use and occupancy of the premises shall thoroughly comply with all ordinances, laws and regulations applicable to its planned use of the District Property. Any use contrary to or in violation of any law, rule or regulation shall be grounds for immediate cancellation of this Agreement and immediate removal of the User from the District Property without reimbursement. The District, at its sole discretion, may bar any User from future or further use of any District facility, including the District Property, if the User is found to be in violation of any of the requirements set forth in this Agreement, including, but not limited to, any applicable law or regulation, District policy, or if the District determines, at its sole discretion, that User failed to work with the District in good faith to meet the requirements or intent of this Agreement.

If at any time the District deems that the User's use of the District Property is unsafe, disruptive or not in the best interest of the public, the District, reserves the right to shut down the event immediately and enforce the District's cancellation rights as set forth in the section titled "Expiration; Termination; Vacating Site" below and prohibit similar use by the User in the future of any District facility.

The District may require the User to provide security personnel to be present during the User's use of District Property as a condition of use whenever it is deemed to be in the District's best interests. Upon request, User shall provide a "security personnel plan" for the District's prior written approval which shall identify the number of security personnel who will be present on the District Property, a description of their qualifications, and a summary of how the User will address any security related issue while using the District Property. Any security personnel used by User for the District Property shall be deemed guests of User for

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the purposes of this Agreement and therefore, User shall ensure all security personnel comply with the requirements of this Agreement.

Injuries to event participants shall be reported to the District's Campus Safety. The District, at its sole discretion, may either direct the User to take certain action, or take certain action itself, to address the injury. However, User shall remain solely responsible for addressing any injury immediately and shall indemnify the District from any claim, damage, or harm resulting from such injury in accordance with the "Release, Indemnification and Hold Harmless" section provided herein.

Supervision

User will be responsible for providing adult supervision at all times during User's use of the District Property and will be responsible for properly caring for the District Property and leaving it in good condition, which is defined as the condition the District Property was in prior to User's use as set forth in the "Loss or Damage of District Property" section herein. (Board Policy 6700)

User understands that any California community college district must seek and receive permission from Santa Clarita Community College District to offer instruction, including clinical hours, or other services in Santa Clarita Community College District's service area.

Posting of Literature, Signs or Banners

All advertising materials and information relating to the event shall be approved by the District in writing prior to dissemination. This includes all printed matter and broadcast media, including internet services. Banners to be displayed on campus shall be approved by the District in writing prior to posting.

Structures or signage may not be erected or assembled on District premises, nor may electrical, mechanical or other equipment be brought thereon unless special prior written approval has been obtained from the District office issuing the permit. The User is responsible for removing any advertisement or handout material at the end of the event. User shall ensure no existing signage shall be covered or defaced in any way on the District Property.

Hours of Access

User shall ensure none of its personnel or guests enter the District Property before the time authorized by this Agreement and shall ensure all personnel and guests leave the District Property no later than the permit expiratory time. If the User, any of its employees or guests, remain on the District Property after the expiration time, the District may assess an additional fee, the amount of which will be determined at the District's sole discretion.

Prohibitions

User shall be responsible for ensuring all persons using the District Property, including User employees and guests, comply with the following: Aircraft-related activities are prohibited. This includes manned or unmanned, power or non-powered aircraft of any type including helicopters, ultra-lights, hang gliders, hot air balloons, parachuting, etc. **The use of drones or model aircraft by User or guests is not permitted**, and User must notify all employees and guests in writing that these items are not permitted on District Property.

No structures, electrical modifications, or mechanical apparatus may be erected or installed on District property without specific written approval by the Vice President, Facilities or designee. (Board Policy 6700)

The District, in accordance with State law, bans smoking/tobacco usage within all campus buildings and in any outdoor area except in designated smoking areas. This policy includes all college-leased and college-occupied buildings. In addition, smoking/tobacco usage shall be prohibited at events held on campus initiated by internal District users or by User on any District property. Further, smoking/tobacco usage is banned in the swimming pool area and in the Cougar Stadium.

Smoking shall be allowed in a designated area near Cougar Stadium. In addition, smoking is allowed in perimeter parking lots away from the central campus. (Board Policy 3900). User shall ensure any smoking done by anyone using the District Property pursuant to this Agreement, including User employees and guests, adhere to all District policies regarding smoking.

No weapons concealed or otherwise shall be allowed on District property by User.

Parking, Directing Traffic, and Security

User is solely responsible to provide temporary directional signs, traffic cones, and similar equipment, and staff to direct vehicular traffic, as necessary. User will discuss traffic pattern with District. District may require User to change the traffic pattern established.

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 services; (b) approved, bonded, licensed and insured uniformed security guard services; or (c) off-duty law enforcement personnel. Such determination will be at the District's sole discretion. It shall be the sole responsibility of the User to make the required parking and security arrangements and payments directly to the parking or security provider. Written proof of District-required event parking service or security must be provided to the District at least two weeks prior to the event. Failure to provide required parking or security will lead to cancellation of this Agreement. User shall ensure any parking service company hired pursuant to this Section complies with all requirements set forth in this

PERMIT RULES AND REGULATIONS

Agreement. The parking services company and its employees, shall be deemed “guests” of the User for the purposes of this Agreement and therefore, all requirements applicable to guests and persons entering the District Property shall apply to the parking service company and its employees.

All motor vehicles must be parked in designated parking spaces only and shall abide by any and all posted or painted restrictions. Violators will be cited and towed at owner’s or User’s expense.

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.

Depending on the date and time of the event, the District may require event attendees to purchase a daily parking permit from the parking permit machines on campus. The User is responsible for informing event attendees that they are to use the assigned parking areas only or purchase a daily parking permit.

Food Concession

If User plans to provide concessions of any kind during its use of the District Property, it must notify the District in writing to obtain prior written approval. The District has first right of refusal to provide concessions for all stadium events. All other concessions and food services on the district campus must be approved in writing by the District. Any person providing concessions or food services on the District Property for User’s events shall be deemed a guest of the User and therefore, User shall ensure all concession personnel comply with the requirements of this Agreement.

Loss or Damage of District Property

Prior to and immediately following the event, a District representative and a User representative will conduct a visual inspection of the area(s) used to determine existing conditions and to note any damage, unusual “wear and tear” or situations requiring extra labor on the part of the District work force directly attributable to the User. If the District Property is found damaged, abused or dirty after use, the User shall be financially responsible for any and all costs incurred by the District to return the District Property to its prior condition. An additional charge for cleaning and repair will be billed to User for repair or cleaning. It is the responsibility of the User to contact District personnel assigned to make arrangements for the inspection. In the event User fails to conduct a proper inspection, the District may conduct a unilateral inspection and reserves the right to charge User for all costs set forth herein based on the unilateral inspection.

User shall further not commit any waste upon the District Property. User shall also not commit any discharge, leakage, spillage, or pollution of any type upon or from the District Property. Moreover, User shall not place any harmful liquids in

the plumbing, sewer, or storm water drainage system of any District property. User shall also not dump or permit to remain upon any part of the District Property any waste materials or refuse, except in containers designated for that purpose. Should any discharge, leakage, spillage, emission, waste, or pollution of any type occur upon or from the District Property, in whole or in part, as a result of User’s use or occupancy thereof, User, at its sole cost, shall clean all the property affected to the satisfaction of District and any governmental agencies having jurisdiction over the District Property. User shall be solely liable and responsible for failure to comply with any of the terms of this Section and shall immediately notify the District upon discovery of any violation of this Section.

User must provide adequate protection for all District equipment and property from damage and mistreatment at all times during User’s use. User must also provide routine cleaning services after each use of District Property. User shall be responsible for returning any furniture or equipment which has been moved from its proper place.

Any persons applying for use of District property on behalf of any group shall be a member of the group and, unless he/she is an officer of the group, must present written authorization to represent the group. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property. (Board Policy 6700)

Future requests or applications for use of any District property or facilities may be denied on grounds including, but not limited to, prior or current abuse or misuse of District property, prior failure to meet any of the requirements for use of District Property, including but not limited to, failure to comply with oral instruction of District staff during a prior use, any behavior by User employees, guests or representatives that the District deems inappropriate, insubordinate or otherwise in violation of any of the terms of this Agreement, or failure to pay promptly for any damage to District property. (Board Policy 6700)

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 /or immediate termination of use or occupancy of District property.

In the event of damage to District property or equipment, the User shall notify the District representatives immediately and take all precautions to prevent further damage. Notwithstanding this notice requirement, User shall remain solely responsible for any harm, claim, or damage resulting from the reported damage in accordance with the “Release, Indemnification, and Hold Harmless” provision set forth herein.

Expiration; Termination; Vacating Site.

User acknowledges and agrees that this Agreement is a non-exclusive license to temporarily use the District Property

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pursuant to the terms and conditions of this Agreement and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the User that would be consistent with a lease. Accordingly, User acknowledges and agrees that upon the expiration or earlier termination of this Agreement, User will not have access to the District Property and the District may elect to change locks or take other steps to prevent User from having access to the District Property. The District may remove from the District Property any remaining personal belongings of User and will endeavor to cooperate with User to schedule a mutually convenient time to allow User to remove its personal belongings, if any remain, from the District Property; however, such access is to be made under the District's supervision. The District, at its sole discretion, reserves the right to terminate this Agreement and the license provided herein at any time and require the User to immediately vacate the District Property.

Entire Agreement; Amendment; Assignment

This Agreement constitutes the entire understanding between the parties with respect to the District Property, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties. This Agreement shall not be assigned by User, whether voluntarily or by operation of law, to any party, and User shall not permit the use of the District Property except in strict compliance with the provisions hereof.

Documents Required Before Event

This Agreement shall be deemed void and unenforceable unless User provides the following documentation within the time requirements set forth below:

1. Approved Permit Duly Signed by District Representative
2. Signed Hold Harmless & Covenant Not to Sue (48 hours prior to event)
3. Insurance Certificate (48 hours prior to event)