

**LICENSE AGREEMENT FOR USE OF CAMPUS FACILITIES  
BY OFF-CAMPUS GROUP(S)**

This facilities rental agreement is made and entered into pursuant to Section 89046 of the California Code of Education by and between the Trustees of the California State University, hereinafter called the "TRUSTEES," by and through the President of California State University, East Bay, hereinafter called the "UNIVERSITY," and the undersigned licensee, hereinafter called the "LICENSEE,"

**WITNESSETH:**

WHEREAS the President of the UNIVERSITY finds that the property of the UNIVERSITY hereinafter described on the attached Reservation Report is not needed for the UNIVERSITY'S purposes at the time or times covered by this license and said use will not interfere with the requirements of the UNIVERSITY. NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

**SPECIAL PROVISIONS**

1. License and Facilities Description/Use: The UNIVERSITY hereby licenses and permits LICENSEE by way of this revocable and non-exclusive license to access and use the facilities described in the attached Reservation Report ("Facility") for the sole purpose of hosting a event or activity ("Event") limited in size and scope as specified in the attached Reservation Report (see Attachment A), which by this reference is incorporated herein and made a part of this Agreement.
2. Subject to COVID-19 Requirements: LICENSEE agrees to follow all state and county public health and shelter in place orders in effect as of the date of the Event. Additionally, if, after all state and county public health orders are followed a requirement for a social distancing protocol specific to the UNIVERSITY must be filled out and submitted by the LICENSEE.
3. Charges: LICENSEE agrees to pay in advance all costs incurred by the UNIVERSITY to provide personnel needed for the event. Such personnel may include University police officers, technicians, custodians, grounds, maintenance, electricians, and others, as identified on the attached Reservation Report. Additionally, if, after the estimate is prepared and approved, additional information or events dictate the need for extra security or extra services, LICENSEE agrees to pay such charges. *Additional payment provisions apply to the rental of University Union (UU) locations and are stated on Page 2 of this agreement.*
4. Changes to facilities: LICENSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon UNIVERSITY property except those described in the attached Reservation Report. At the termination or expiration of this agreement, or upon request by UNIVERSITY, LICENSEE shall remove any changes approved, and property shall be restored to the condition existing prior to entering the agreement. UNIVERSITY-owned furniture or apparatus must not be removed or displaced by LICENSEE without permission of the UNIVERSITY.
5. Damage to UNIVERSITY Property: LICENSEE will not do, or permit to be done, any injury or damage to any part of UNIVERSITY property or buildings, including without limitation the Campus and the Licensed Premises, and further, LICENSEE agrees to reimburse UNIVERSITY for the cost of repairing or replacing any area that is in any way injured, marred or defaced. It is further agreed that no decorative or other materials shall be nailed, tacked, screwed, taped or otherwise physically attached to any part of the building or to any of the furnishings without the consent of UNIVERSITY. LICENSEE agrees not to make any alterations of any kind to said building or equipment contained therein. LICENSEE will post any signs, cards or posters only upon such display areas as UNIVERSITY may designate. All materials are subject to approval by UNIVERSITY.
6. Campus Environmental Considerations: LICENSEE shall conduct activities on UNIVERSITY property in a manner which is consistent with all applicable state and local environmental laws and regulations. No burning, dumping or disposal of trash on UNIVERSITY property will be permitted. All on-site activities shall include measures to prevent the introduction of hazardous and non-hazardous material into stormwater drains or conveyances that transport stormwater off-site to streams and the Bay. Failure to maintain adequate measures to ensure protection of stormwater or its conveyances may result in an assessment of clean-up costs.
7. Lost, Stolen or Damage to Personal Property: LICENSEE takes full responsibility for their personal property. UNIVERSITY is not liable for any or all loss, stolen or damaged property belonging to LICENSEE.
8. Indemnification: LICENSEE agrees to indemnify and hold harmless the TRUSTEES, UNIVERSITY, their officers, agents, and employees from any and all claims, loss, damage, or liability that may be suffered or incurred by the TRUSTEES, UNIVERSITY, their officers, agents, and employees caused by, arising out of, or in any way connected with the use by the LICENSEE of said property.
9. Assignment: It is understood by LICENSEE that this facilities rental agreement is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE sublet any part of the said property.

10. Insurance: LICENSEE shall secure public liability, automotive, property damage and Worker's Compensation insurance, including sexual abuse, harassment, and assault claims, if applicable, for the period of this license, which insurance shall name the State of California, Trustees of the California State University, California State University, East Bay and their officers, agents, employees and servants as additional insured and shall provide proof of coverage prior to event. The insurance shall provide that neither the TRUSTEES nor the UNIVERSITY are responsible for payment of premiums and that the insurer will not cancel coverage's without fifteen (15) days prior notification to the UNIVERSITY.
11. Possessory Interest Tax: The Alameda County Assessor may value the possessory interest created by this facilities rental agreement. Under California Revenue and Taxation Code Section 107, **a property interest tax** may be levied on that possessory interest. The LICENSEE is obligated to pay this property tax, and failure to do so may be considered a material breach of this facilities rental agreement.
12. Minors: Must have adult supervision, preferably a parent or guardian.
  - a. LICENSEE confirms that all individuals responsible for minors have undergone appropriate background screening. i.e. national criminal background check, national sex offender registry check, Megan's law, etc.
  - b. LICENSEE confirms that all individuals responsible for minors have received appropriate abuse prevention training, which includes, but is not limited to, the identification, prevention and reporting of sexual abuse of minors.
  - c. LICENSEE has defined supervision procedures in place for monitoring program participants, including, but not limited to:
    - a. Adult-to-minor ratios
    - b. Management of risk, with particular focus on higher-risk times and higher-risk activities
  - d. LICENSEE agrees that it will immediately report any known or suspected incident or allegation of sexual misconduct to UNIVERSITY.
13. UNIVERSITY shall not be liable for any loss, damage, or claim, **including claims of the UNIVERSITY'S negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss or relating to any event participants may suffer because of their participation in this Event, including travel to, from and during the Event.
14. UNIVERSITY and its agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the UNIVERSITY.
15. The University Police Department may conduct a security assessment of the proposed event.
16. UNIVERSITY shall not be liable for any non-performance, deviation from performance, or delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, strike, war, riots, acts of any civil or military authority, contagion, epidemic, pandemic, judicial action, unavailability or shortages of labor, materials or equipment.
17. In the event that CSU considers it necessary or prudent to cancel this agreement due to circumstances related to COVID-19, or to any reoccurrence of the COVID-19 outbreak, CSU may do so and be relieved of any further financial obligation, risk, or other liability by providing seventy-two (72) hours prior written notice of cancellation to LICENSEE. CSU's right to cancel the agreement pursuant to this section 14 shall not be limited or restricted in any manner by any other term or section of this agreement.

#### SECURITY ASSESSMENT GUIDELINES

In anticipation of the number and type of security personnel required to provide a safe environment at any event occurring upon UNIVERSITY property, the following items (among others) will be considered:

- Number of persons anticipated to attend the event
- Whether alcohol be distributed in any way (sold, provided, allowed)
- Whether money be collected at the event
- Whether the event will be open or closed to the general public
- Time/duration of the event (daytime, evening, holiday)
- Location of the event (indoors, outside, Hayward or Concord campus)
- Intended age group of attendees (adults, minors, children)
- Whether campus parking will be accessed for the event

PAYMENT PROVISIONS SPECIFIC TO UNIVERSITY UNION (UU) LOCATIONS

- 1. Events Scheduled one year or more in advance: Payment #1: A thirty-five percent (35%) deposit based on the total reservation balance is required and must be paid ninety (90) days prior to event date. Payment #2: The remaining balance is due and payable forty-five (45) days prior to the event date. 2. Events scheduled less than one (1) year or more than one (1) month from the event date: Total balance is due and payable one (1) month from the date the reservation request is submitted. 3. Events scheduled less than one (1) month from the event date: Total balance is due and payable fourteen (14) days from the date the reservation request is submitted. 4. Events scheduled less than fourteen days (14) days from the event date: Total balance is due and payable three (3) days from the date the reservation request is submitted

CANCELLATION POLICY

A refund (less any actual costs that have already been incurred by the UNIVERSITY) will be made to LICENSEE in the event that LICENSEE cancels this facilities rental agreement with the UNIVERSITY within five (5) working days prior to the scheduled event.

FOR ALL EVENTS - LESS THAN FIVE (5) WORKING DAYS NOTICE: NO REFUND

UNIVERSITY reserves the right to change the requested location for an event when that location is deemed necessary for an official UNIVERSITY event. UNIVERSITY will take actions to accommodate the event in another comparable location, or on another date, if possible. If the UNIVERSITY exercises this right and the LICENSEE and the UNIVERSITY are unable to agree on a comparable location or alternative date, then an event can be cancelled with full refund available.

I certify that I am authorized to act as an agent of LICENSEE for purposes of this agreement. I have reviewed the Reservation Report and approve the event information and charges indicated. I agree to abide by the policies of California State University, East Bay and all University and State laws, regulations and procedures which the UNIVERSITY, in its discretion, deems to be applicable.

IN WITNESS WHEREOF, the parties hereto as of the date thereof have executed this agreement:

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY CALIFORNIA STATE UNIVERSITY, EAST BAY

LICENSEE:

Licensee's Address:

By: Title: Date:

Signature: Print Name: Date:

UNIVERSITY USE ONLY

Confirmation Approval: Date:

This reservation will be tentative until signed confirmation has been returned and full payment received.