**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**Facility Use Application**

Application Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***APPLICATION MUST BE SUBMITTED AT LEAST 30 DAYS BEFORE EVENT DATE***

**APPLICATION INSTRUCTIONS**

1. Submittal of Application. Applicant must submit this form (30) days prior to the date of use to insure time for processing. Applicant acknowledges that the Applicant’s use of the requested facility is contingent upon approval of this Application by the District.
2. Certificate of Insurance. Review and processing of this Application is subject to the Applicant submitting a Certificate of Insurance evidencing that the Application has obtained a liability insurance policy covering death of persons, injury to persons or property damage/destruction which is issued by an insurer authorized to issue liability insurance policies in the State of California with policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for all non-athletic facilities. If this Application is for use of an athletic facility, the policy limits shall be not less than Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate. If the Applicant’s General Liability insurance policy does not include coverage for automobile liability, a separate Automobile Liability insurance policy will be required with a combined single limit of not less than One Million Dollars ($1,000,000).
3. Applicant Acceptance of Facility. The Applicant acknowledges: (i) the Applicant has independently determined that the Facility requested is suitable for the Event the Applicant plans to conduct at the Facility; (ii) Applicant accepts the Facility in the “as is” condition of the Facility; and (iii) use of the Facility shall be subject to: (a) all applicable provisions of the MiraCosta Community College District Board Policies and Administrative Procedures and (b) terms of the Facility Use Agreement.
4. Facility Use Agreement. If this Application is approved, the Applicant must execute the Facility Use Agreement and submit the Facility Use Fee due under the Facility Use Agreement within five (5) days after notice to the Applicant that this Application has been approved. Failure of the Applicant to return the executed Facility Use Agreement and the Facility Use Fee within five (5) days after notice to the Applicant of the approval of this Application, the approval of this Application is deemed rescinded. The form of Facility Use Agreement may be reviewed at: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-

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| **1. Applicant & Organization** | |
| YOUR NAME | YOUR TITLE |
| ORGANIZATION NAME | ORGANIZATION ADDRESS |
| DAYTIME PHONE | CELL PHONE |
| EMAIL ADDRESS | ORGANIZATION WEBSITE ADDRESS |
| **TYPE OF ORGANIZATION** | |
| CAMP FIRE GIRLS, GIRL/BOY SCOUT TROOPS  FARMERS’ ORGANIZATION  SCHOOL COMMUNITY ADVISORY COUNCILS  SENIOR CITIZENS’ ORGANIZATION  CLUBS & ASSOCIATIONS FORMED FOR RECREATIONAL, EDUCATIONAL, POLITICAL, ECONOMIC, ARTISTIC, OR MORAL ACTIVITIES OF THE PUBLIC-SCHOOL DISTRICTS  STUDENT CLUBS AND ORGANIZATIONS  FUNDRAISING ENTERTAINMENTS OR MEETINGS WHERE ADMISSION FEES CHARGED OR CONTRIBUTIONS SOLICITED ARE EXPENDED FOR THE WELFARE OF THE STUDENTS OF THE DISTRICT  PARENT-TEACHERS’ ASSOCIATIONS  OTHER PUBLIC AGENCIES | ORGANIZATIONS, CLUBS, OR ASSOCIATIONS ORGANIZED FOR CULTURAL ACTIVITIES AND GENERAL CHARACTER BUILDING OR WELFARE PURPOSES, SUCH AS FOLK AND SQUARE DANCING  ORGANIZATIONS PROVIDING MASS CARE AND WELFARE SHELTERS DURING DISASTER OR OTHER EMERGENCIES AFFECTING THE PUBLIC HEALTH AND WELFARE (AMERICAN RED CROSS)  AFTER SCHOOL PROGRAMS, TUTORING PROGRAMS, OR CHILD CARE PROGRAMS  ORGANIZATIONS RETAINED BY THE COLLEGE OR COMMUNITY COLLEGE DISTRICT TO PROVIDE INSTRUCTION OR INSTRUCTIONAL ACTIVITIES TO STUDENTS DURING SCHOOL HOURS  RELIGIOUS ORGANIZATION  NEIGHBORHOOD ASSOCIATION  HOMEOWNER ASSOCIATION  OTHER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| IS YOUR ORGANIZATION NON-PROFIT ORGANIZATION  YES  NO | IF YES, ENTER IRS NON-PROFIT ID#: |

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| **2. Facility & Event** | | | | |
| THE APPLICANT REQUESTS USE OF A FACILITY AT THE FOLLOWING SITE:  MIRACOSTA COLLEGE OCEANSIDE CAMPUS  MIRACOSTA COLLEGE SAN ELIJO CAMPUS  COMMUNITY LEARNING CENTER  **THE APPLICANT HAS NOTED THE REQUESTED FACILITY AT THE SITE IN ATTACHMENT A TO THIS APPLICATIO**N. | | | | |
| EVENT DATE: | | DESCRIPTION OF EVENT:(if there are marketing materials for the event, attach all marketing materials) | | |
| SETUP START TIME: | EVENT START TIME: | EVENT END TIME: | | BREAK-DOWN END TIME: |
| HOW MANY PARTICIPANTS EXPECTED? | HOW MANY SPECTATORS EXPECTED, IF ANY? | ADMISSION CHARGE, DONATIONS REQUESTED OR SALES?  YES (**COMPLETE SECTION 5)**  NO | | |
| ESTIMATED NUMBER OF VEHICLES PARKING IN DISTRICT PARKING LOTS FOR EVENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (If this Application is for use of a parking lot, Facility users will be permitted to park automobiles in the parking lot subject to this Application without charge. If this Application is for use any Facility other than parking lots, use of District parking lots is permitted only upon payment of applicable parking charges.) | | WILL BEVERAGES OR FOOD BE SERVED AT THE EVENT (EXCLUDING BOTTLED WATER, SINGLE SERVICE BEVERAGES AND PRE-PACKAGED SNACK ITEMS):  YES  NO | | |
| NAME OF PERSON-IN-CHARGE WHO WILL BE PRESENT AT THE EVENT: | | CELL PHONE OF PERSON-IN-CHARGE: | | |
| **3. Additional Furniture, Fixtures or Equipment** | | | | |
| ARE YOU REQUESTING ANY ADDITIONAL FURNITURE, FIXTURES OR EQUIPMENT? **(IF NO, SKIP TO SECTION 4)**  YES  NO | | | | |
| INDICATE ADDITIONAL FURNITURE, FIXTURE OR EQUIPMENT ITEM REQUESTED  TABLES: \_\_\_\_\_\_  CHAIRS: \_\_\_\_\_\_  PADDED CHAIRS: \_\_\_\_\_\_  PROJECTOR  PODIUM  MICROPHONE  ELECTRONIC SCOREBOARD  GYM CANVAS FLOOR COVERING | | | | |
| REQUESTED SETUP, FURNITURE ARRANGEMENT, ETC. BE SPECIFIC, ATTACH SKETCH IF NECESSARY.  SKETCH ATTACHED | | | | |
| **4. Insurance and Application Fee** | | | | |
| A CERTIFICATE OF INSURANCE MEETING THE INSURANCE REQUIREMENTS SET FORTH IN PARAGRAPH 3 OF THE APPLICATION INSTRUCTIONS IS ATTACHED:  YES  NO  ***APPLICANT ACKNOWLEDGES THAT THIS APPLICATION WILL NOT BE REVIEWED OR PROCESSED UNLESS A CERTIFICATE OF INSURANCE IS SUBMITTED*** | | | | |
| **5. Soliciting & Sales**  THIS SECTION MUST BE COMPLETED IF USE OF THE FACILITY INCLUDES ANY OF THE FOLLOWING:  ADMISSION CHARGE  DONATIONS/CONTRIBUTIONS REQUESTED  SALES OF GOODS OR SERVICES | | | | |
| TYPE OF SOLICITATIONS OR SALES | | | | |
| VOTER REGISTRATION  OTHER (PLEASE SPECIFY) | PETITION SIGNATURES  CONCESSION STAND | SERVICE SALES  EMPLOYMENT RECRUITING | PRODUCT SALES (DESCRIBE) | |
| PRODUCTS OR SERVICES OFFERED | | | | |
| WILL ANY SOLICITING OR SALES BE PERFORMED BY ANYONE WHO IS NOT A MEMBER OF YOUR ORGANIZATION  YES  NO  **IF YES, THE PERSON OR OTHER ORGANIZATION MUST COMPLETE A SEPARATE *FACILITY USE APPLICATION.*** | | | | |
| IS THIS SOLICITATION OR SALES IN CONJUNCTION WITH ANOTHER EVENT ON CAMPUS  YES  NO  IF YES, WHAT EVENT? | | | | |
| DOES THE APPLICANT HOLD A BUSINESS LICENSE  YES  NO  IF YES, ISSUING JURISDICTION \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LICENSE NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |

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| **APPLICANT SIGNATURE** | |
| APPLICANT SIGNATURE | DATE SIGNED |
| APPLICANT NAME (PRINTED LEGIBLY) | TITLE (PRINTED LEGIBLY) |

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| **OFFICE USE ONLY** | | | | | | | | | |
| INITIALS | **COLLEGE POLICE**  APPROVED  DECLINED  **OFFICERS REQUIRED FOR EVENT?**  YES  NO | INITIALS | **ATHLETICS**  APPROVED  DECLINED | INITIALS | | **FACILITIES**  APPROVED  DECLINED | | INITIALS | **IT**  APPROVED  DECLINED |
| **WILL SECURITY DEPOSIT BE REQUIRED?**  YES  NO  If yes, amount of Security Deposit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | **USER RELEASES REQUIRED?**  YES  NO | | | | |
| CERTIFICATE OF INSURANCE SUBMITTED  EXEMPT STATUS VERIFIED  EXECUTED AGREEMENTS | | | | | | | | | |
| DISTRICT APPROVAL SIGNATURE | | | | | | | DATE SIGNED | | |

**MIRACOSTA COMMUNITY COLLEGE DISTRICT**

**FACILITY USE APPLICATION**

**ATTACHMENT A**

**SITE FACILITY REQUESTED**

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| **Community Learning Center**  **(1831 Mission Avenue, Oceanside, CA 92058)** | |
| Classroom No. \_\_\_  Classroom No. \_\_\_  Classroom No. \_\_\_ | Outdoor/Quad Area |
| Community Room (Civic Center) | Parking Lot No. \_\_  Parking Lot No. \_\_  Parking Lot No. \_\_ |
| Conference Room | Other |

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| **Oceanside Campus**  **(1 Barnard Drive, Oceanside, CA 92056)** | | |
| Board Room | Concert Hall | Outside Area |
| Building 4800 Patio | Building \_\_\_; Conference Room \_\_\_  Building \_\_\_; Conference Room \_\_\_  Building \_\_\_; Conference Room \_\_\_ | Parking Lot No. \_\_\_  Parking Lot No. \_\_\_  Parking Lot No. \_\_\_ |
| Building \_\_\_; Classroom \_\_\_  Building \_\_\_; Classroom \_\_\_  Building \_\_\_; Classroom \_\_\_ | Dining Hall (Excluding food prep and kitchen areas) | Sports Field/Track |
| Clock Tower | Gymnasium | Pavilion |
| Fountain Area | Dining Hall | Other |
| Bertossi Courtyard |  |  |

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| **San Elijo Campus**  **(3333 Manchester Avenue, Cardiff, CA 92007)** | |
| Building 200; Classroom SAN201  Building 200; Classroom SAN202  Building 200; Classroom SAN203  Building 200; Multipurpose room SAN204  Building 300; Classroom SAN301  Building 300; Classroom SAN302  Building 300; Classroom SAN304  Building 300; Classroom SAN305  Building 300; Classroom SAN306  Building 300; Classroom SAN307  Building 300; Classroom SAN308  Building 300; Classroom SAN309  Building 500; Classroom SAN501  Building 500; Classroom SAN502  Building 500: Classroom SAN506  Building 500; Classroom SAN507  Building 500; Classroom SAN508  Building 600; Classroom SAN601  Building 600; Classroom SAN606  Building 600; Classroom SAN607  Building 600; Classroom SAN609 | Building 900; Dining Hall  Building 1100; Conference Room SAN1131  Amphitheatre  Multi-purpose  Parking Lot No. SAN-1  Parking Lot No. SAN-2  Parking Lot No. SAN-3  Parking Lot No. SAN-4  Other |

**FACILITY USE LICENSE AGREEMENT**

This Facility Use License Agreement (“Agreement”) is entered into by and between MiraCosta Community College District (“Licensor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Licensee”) this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

WHEREAS, Licensor is the fee owner of certain real property upon which the Licensor’s Choose an item. (“Site”) is situated.

WHEREAS, improvements at the Site include certain facilities known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Facility”).

WHEREAS, Licensor is authorized to permit the use of the Facility by Licensee pursuant to the Civic Center Act at Education Code §82537 et seq.

WHEREAS, Licensee submitted a Facility Use Application (“Use Application”) to Licensor; Licensor has approved the Use Application and authorized Licensee to use the Facility pursuant to the terms of this Agreement; the Use Application is incorporated herein by this reference.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by Licensor and Licensee, Licensor and Licensee agree as follows:

1. License of Facility for Licensee Use.
   1. Facility. Licensor grants a license to Licensee for Licensee’s use of the Facility for the purposes and the License Term set forth herein.
   2. Licensor FFE. Licensee may use items of Licensor furniture, furnishings and equipment (“Licensor FFE”) that is situated in the Facility during the License Term.
   3. Additional FFE. If the approved Use Application includes Licensee’s use of additional items of furniture, furniture or equipment owned by Licensor (“Additional FFE”) during Licensee’s use of the Facility, Licensor will arrange for the delivery of such Additional FFE to the Facility at or prior to commencement of the License Term.
2. Licensee Acceptance of Facility. Licensee accepts the Facility, Licensor FFE and Additional FFE, if any, situated in the Facility in the “AS IS” condition of thereof. Licensee acknowledges and agrees Licensor has not made and Licensee, in executing and delivering this Agreement, is not relying upon, any warranties, representations, promises or statements relating to the Facility, Licensor FFE or Additional FEE. By taking possession of the Facility, Licensee is deemed to have agreed that the Facility, Licensor FFE and Additional FFE, if any, are in satisfactory condition and suitable for Licensee’s use of the Facility.
3. License Term. The Term of this Agreement (“License Term”) commences on Click or tap to enter a date. at Choose an item.. The License Term expires on Click or tap to enter a date. at Choose an item. Licensee’s use of the Facility during the License Term shall be as set forth below:

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| --- | --- |
| Event Set-Up Start Time | Choose an item. |
| Event Time Start Time | Choose an item. |
| Event Break-Down End Time | Choose an item. |

Licensee will not be permitted access to the Facility before the Event Set-Up time. If Licensee has not vacated the Facility and returned the Facility to the condition existing at the commencement of the License Term, Licensee shall be subject to an additional charge in the amount of Seventy Dollars ($70.00) per hour or portion thereof until Licensee has returned the Facility to the condition existing at the commencement of the License Term and Licensee has vacated the Facility (“Extended Use Charge”). Licensee shall make payment in full of the Extended Use Charge within ten (10) days of the Licensor’s issuance of a billing statement for Extended Use Charges.

1. Facility Use Charge. The Facility Use Charge for Licensee’s use of the Facility during the License Term is the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_). The Facility Use Charge shall be paid in full in advance of the License Term use or occupancy of the Facility is prohibited unless Licensee has paid the entire Facility Use Charge.
2. Security Deposit. If a Security Deposit is required, Licensee shall deliver a Security Deposit to Licensor upon Licensee’s execution of this Agreement. Licensee shall not be permitted use or occupancy of the Facility unless the Security Deposit is paid in full.

Security Deposit Not Required

The required Security Deposit is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_)

If a Security Deposit is required, the unused portion of the Security Deposit shall be returned to Licensee within forty-five (45) days after expiration of the License Term. Licensor shall be authorized to retain such portion of the Security Deposit as necessary to cover the fees, charges or costs to repair or replace damage or destruction to the Facility, Licensor FFE or Additional FFE, if any, resulting from Licensee use or occupancy thereof. If the fees, charges or costs to repair or replace damage or destruction to the Facility, Licensor FFE or Additional FFE, if any, exceed the Security Deposit (“Repair Costs”), Licensee shall be liable to Licensor for all Repair Costs exceeding the Security Deposit. If Repair Costs are due from the Licensee, the entire Repair Costs shall be paid by Licensee to Licensor within ten (10) days after issuance of Licensor’s billing to Licensee for payment of Repair Costs.

1. Licensee Cancellation. Licensee may cancel this Agreement by written cancellation notice delivered to Licensor at least fourteen (14) days before commencement of the License Term. If Licensee timely cancels this Agreement, Licensee shall be responsible for a Cancellation Fee equal to ten percent (10%) of the Facility Use Charge. Within forty five (45) days after Licensee’s notice of cancellation, Licensor will return the Facility Use Charge to Licensee after deducting the Cancellation Fee. Except as provided above, there is no other right of Licensee to cancel this Agreement.
2. Facility Use. During the License Term, Licensee shall use the Facility solely and exclusively for the following purpose(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Licensee shall not use and Licensee shall not permit use of the Facility for any other purpose.
3. Licensee Obligations. During the License Term, Licensee’s use of the Facility shall be in accordance with the following:
   1. Compliance with Laws and Board Policies/Administrative Regulations. Licensee and others using the Facility shall comply: (i) with all applicable laws, ordinances, codes, rules and regulations; and (ii) with all appliable Licensor Board Policies and Administrative Regulations. Failure to comply is a material breach of Licensee obligations under this Agreement; Licensor may immediately terminate this Agreement upon such failure of compliance. Applicable Board Policies and Administrative Regulations include (but are not limited to) the following:
      * + - Energy and Sustainability
          - Energy Conservation
          - Service Animals on Campus and Control of Non-Service Animals
          - Campus Safety
          - Registered Sex Offender Information
          - Weapons Prohibition
          - Drug-Free Environment
          - Alcoholic Beverages (not allowed)
          - Tobacco/Smoke/Vapor Free Campus
          - Supervision of Minors
          - Parking Regulations
   2. No Alterations. Licensee shall not, and shall not permit, any alterations, changes or modifications to the Facility, Licensor FFE or Additional FFE, if any.
   3. Licensee Facility Clean-Up. At expiration of the License Term, Licensee shall vacate the Facility and shall return the Facility to the condition existing at the commencement of the License Term. All property and materials belonging to Licensee shall be removed from the Facility as of expiration of the License Term. Licensee shall be responsible for all costs, fees or charges to return the Facility to the condition existing at the commencement of the License Term (“Clean-Up Charges”). If Clean-Up Charges are due from the Licensee, the entire Clean-Up Charges shall be paid by Licensee to Licensor within ten (10) days after issuance of Licensor’s billing to Lessee for payment of Clean-Up Charges.
   4. Facility Use. Licensee and all users of the Facility shall exercise care in the use of the Facility, Licensor FFE and Additional FFE, if any, and to avoid excessive wear or damage. During the License Term, Licensee shall keep the Facility and adjacent areas of the Site in a clean and orderly condition. Licensee shall remove all trash, rubbish and other waste materials from the Facility at the expiration of the License Term.
   5. Facility Decorations. Licensee shall not decorate the Facility with balloons, glitter, candles, signage and other similar materials without the prior consent of Licensor which may be granted, conditioned or denied in the sole discretion of Licensor. Licensee shall not use, or permit the use of, glue, markers, tacks, nails, other similar materials in any portion of the Facility.
   6. Parking and Parking Charges. Unless the Facility subject to this Agreement is a parking lot, use of Licensor parking lots is not included in the Facility Use Charge. Licensee and all users of the Facility may park automobiles in Licensor parking lots by payment of the then current parking charges. Vehicles which do not prominently display evidence of the payment of parking charges are subject to ticketing charges. Use of Licensor parking lots is subject to compliance with Licensor parking lot rules and regulations. If the Facility is a parking lot, there will be no parking charges imposed on vehicles parked within the parking lot Facility; vehicles that are parked in parking lots other than the Facility will be subect to parking charges.
   7. Licensee Personal Property. Licensee is solely responsible for loss, theft, damage or destruction of Licensee personal property and the personal property Licensee’s employees, agents, guests or attendees. Licensee and Licensee’s employees, agents, guests and attendees each assume the risk of any such damage or loss and agree to waive all claims, demands, actions or causes of actions against Licensor for recovery of costs, losses or damages arising out of related in any manner to loss, theft, damage or destruction of personal property.
   8. Assumption of Risk of Personal Injury. In accepting the Facility for Licensee use during the License Term, Licensee and Licensee’s employees, agents, guests and attendees assume all risk of damage, injury or other loss arising out of or related to use of the Facility. Licensee and Licensee’s employees, agents, guests and attendees waive all claims, demands, actions or causes of actions against Licensee for recovery of costs, losses or damages arising out of related in any manner to personal injuries arising out of or related in any manner to use of the Facility.
   9. No Assignment or Subletting. This Agreement is non-assignable and non-transferable.
   10. Right to Enter. Licensor reserves the right to enter and inspect the Facility at any time for any purpose during the License Term.
   11. Licensee Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold harmless the Licensor and Licensor’s Board of Trustees, individual trustees, employees, officers, volunteers and agents (collectively, the “Indemnified Parties”) from and against any and all liability, loss, damage, expense, costs (including without limitation costs, attorneys’ fees and costs of litigation), action or cause of action of any nature which arise out of: (i) negligent, grossly negligent or willful conduct of: (a) Licensee, (b) Licensee’s employees, officers, directors, partners, agents, or representatives, or (c) guests, participants, attendees and all others using or occupying the Facility pursuant to the right to use the Facility granted by this Agreement; (ii) Licensee use of the Facility; or (iii) Licensee failure to comply with any of its obligations under this Agreement. Licensee obligations hereunder: (i) are not limited by availability of insurance coverage or the extent of available insurance coverage; and (ii) shall survive expiration of the License Term, until barred by the appliable Statute of Limitations.
   12. Licensee Insurance.

Liability Insurance*.* Licensee shall maintain a policy of general liability insurance covering claims for bodily injury, death, personal injury, and property damage occurring in, upon, or about the Facility and any appurtenances thereto. Policy limits under Licensee’s general liability insurance policy shall be at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, unless the Facility subject to this Agreement is an athletic facility in which event policy limits shall be at least Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate. The Indemnified Parties shall be additional named insureds under Licensee’s General Liability Insurance policy and Licensee’s General Liability Insurance policy shall be primary insurance; any insurance or self-insurance maintained by the Licensor shall be excess of Licensee’s insurance and shall not contribute with it. The Licensee’s General Liability Insurance policy shall incorporate the insurer’s waiver of its right of subrogation against Licensor for losses paid under the terms of such policy.

* + 1. Workers Compensation/Employers Liability Insurance. If Licensee employs any employees, Licensee shall maintain workers compensation insurance as required by law which shall include Employer’s Liability Insurance for all employees of Licensee, in accordance with the statutory limits required by law. If the minimum policy limits under the Employer’s Liability Insurance is not established by law, the minimum policy limits shall be One Million Dollars ($1,000,000).
    2. Automobile Liability Insurance. If the Licensee’s general liability does not include coverage for liabilities arising out of use of owned, leased or rented motor vehicles, Licensee shall maintain a policy of Automobile Liability insurance for all owned, rented or leased motor vehicles used in connection with Licensee’s use or occupancy of the Facility with a combined single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000).
    3. Additional Insureds. Licensor and Licensor’s Board of Trustees, Trustees, officers, employees and volunteers must be additional insureds under the Licensee’s general liability policy of insurance and automobile liability policy of insurance, if applicable.
    4. Certificates of Insurance. Licensee shall submit to Licensor original certificates and amendatory endorsements effecting insurance coverages required under this Agreement. Notwithstanding execution of this Agreement on behalf of Licensor or Licensee, Licensee shall not be permitted use or occupancy of the Facility until Certificates of Insurance evidencing the policies of insurance required by this Agreement have been submitted to Licensor.
    5. User Release of Licensor. If indicated below, all persons using the Facility must complete, execute and submit to the Licensee the form of Release, Waiver of Liability, Assumption of Risk and Indemnity/Hold Harmless Agreement (“Waiver Agreement”) attached to this Agreement as Exhibit 1. Any person who has not completed, executed and submitted to Licensee the form of Waiver Agreement shall not be permitted to use or occupy the Facility. Licensee is solely responsible for: (i) notifying event participants/attendees of the requirement for executing the Waiver Agreement as a condition to use or occupancy of the Facility; (ii) securing a completed and executed form of Waiver Agreement from all persons using or occupying the Facility; and (iii) deliver the executed forms of Waiver Agreements to the Licensor within twenty-four (24) hours of the expiration of the License Term.

User Release Not Required (Form of User Release Not Attached to Agreement)

User Release Required (Form of User Release Attachment to Agreement)

1. Termination.
   1. Expiration of the License Term. Unless earlier terminated pursuant to the terms of this Agreement, this Agreement shall terminate as of the expiration of the License Term.
   2. Termination of Agreement. Licensor may immediately terminate this Agreement and Licensee’s use of the Facility without liability to Licensee if: (i) Licensee or a user of the Facility violate the terms of this Agreement; (ii) in the event of an emergency which in Licensor’s sole reasonable determination make Licensee’s use of the Facility unfeasible; or (iii) due to unforeseen events or circumstances at the time of Licensor’s approval of the Use Application. If this Agreement is terminated pursuant to (i) above, Licensee shall not be entitled to any refund of the Facility Use Charge and Licensee shall remain liable to Licensee for losses, damages or costs arising out of Licensee’s violation of the terms of this Agreement. If this Agreement is terminated pursuant to (ii) or (iii) above, in the sole discretion of Licensor a portion of the Facility Use Charge may be refunded to the Licensee.
2. Miscellaneous.
   1. Amendments. This Agreement may not be altered, modified or changed orally. This Agreement may be altered, modified or changed only by an agreement in writing signed by the Party against whom enforcement of any alteration, modification or change is sought.
   2. Time. Time is of the essence in the Parties’ performance and completion of their respective obligations hereunder.
   3. Limitation on Licensor Liability. No Trustee, officer, employee, agent or representative of Licensor shall be personally liable to Licensee in the event of default or breach of this Agreement by Licensor. No real or personal property of Licensor or any other asset Licensor shall be subject to lien, levy, execution or other enforcement procedure for satisfaction of lee remedies or collection of any judgment relating to, in connection with, or arising out of this Agreement or Licensor’s default hereunder.
   4. No Licensor Waiver. Receipt or acceptance of the Facility Use Charge by Licensor shall not be deemed to be a waiver of any default under the covenants, agreements, terms, provisions and conditions of this Agreement. Failure to insist upon the strict performance of any of the provisions of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such provision, right, remedy or election, but the same shall continue and remain in full force and effect.
   5. Severability. If any term or provision of this Agreement or the application is determined by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed deleted herefrom, but the remainder of this Agreement shall not be affected thereby, and all such other terms and provisions of this Agreement remain valid and subject to enforcement.
   6. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on workdays of Licensor shall be deemed effective four (4) hours after delivery to the recipient’s email server. Emails delivered to the recipient’s email server after 12:00 PM on a Licensor work day or on Licensor holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed and delivered as follows:

If to Licensor:

Director, Purchasing & Material Management

MiraCosta Community College District

1 Barnard Drive

Oceanside, CA 92056

[mina.hernandez@miracosta.edu](mailto:mina.hernandez@miracosta.edu)

If to Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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* 1. Governing Law; Interpretation. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of California. This Agreement shall be interpreted and construed as a whole and not strictly for or against Licensee or Licensor.
  2. Successors and Assigns. The covenants, agreements, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensor and Licensee.
  3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
  4. Entire Agreement. This Agreement, the Use Application and the Waiver Agreement (if attached as Exhibit 1) are the entire agreement of the Parties with respect to the subject matter hereof.

IN WITNESS HEREOF, Licensor and Licensee have executed this Agreement as of the date set forth above.

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| --- | --- | --- |
| “Licensor”  MiraCosta Community College District  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | “Licensee”  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |