

FACILITY USE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **FACILITY USE.** The use of DISTRICT facilities by APPLICANT shall not interfere with the use or occupancy of the facility by DISTRICT. Said use is subject to the approval of the Superintendent/President or his/her designee, and shall be in accordance with reasonable rules and regulations as the Governing Board of the DISTRICT may prescribe. Use of DISTRICT facilities is limited to that use described herein.
2. **RULES AND REGULATIONS.** The Governing Board of the DISTRICT has adopted rules and regulations for the use of DISTRICT facilities as set forth in Education Code Sections 82537 through 82548, inclusive.
3. **ACCESS.** DISTRICT staff and Campus Police may be on duty during the APPLICANT's activity and shall be granted access to all facilities. APPLICANT and its participants are required to conform to any reasonable requests or directions, regarding the use and care of the DISTRICT facility.
4. **RESPONSIBILITY FOR LOSS OR DAMAGE.** APPLICANT is responsible for any loss or damage to DISTRICT facilities or equipment during the period of use of such facility or equipment as contained herein. APPLICANT may not move, relocate or otherwise disturb DISTRICT furniture or equipment, located within or adjacent to the facility, without prior written consent of DISTRICT. DISTRICT is not responsible for any lost, stolen, or damaged items belonging to the APPLICANT, its members, volunteers, guests, employees, agents, or contractors.
5. **INSURANCE REQUIREMENTS.** APPLICANT is required to provide a Certificate of Insurance showing evidence of insurance prior to authorization for facility usage. The following policy endorsements will be included with the certificate:
 - (a) Chaffey Community College District (the "DISTRICT"), its officers, officials, employees and volunteers are covered as additional insureds with respect to liability arising out of maintenance or use of that part of the premises leased to the Applicant (the "APPLICANT").
 - (b) APPLICANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Applicant's insurance.APPLICANT's insurance must be written by a California Admitted Insurer, naming the DISTRICT as Additionally Insured. The Policy shall be in force during the dates and times specified herein and insure against liability and property damage. Commercial General Liability coverage for bodily injury and property damage shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
6. **REFRESHMENTS.** Except as stated herein, APPLICANT is not permitted to sell, vend, or distribute snacks, refreshments or other food items. Refreshments are not permitted inside of DISTRICT facilities. Possession or consumption of alcoholic products is not permitted while on DISTRICT premises. Use of tobacco products is limited to the DISTRICT grounds and may not be used inside of any DISTRICT building or structure.
7. **DECORATIONS AND PROPS.** APPLICANT shall erect, install, setup and remove decorations or props used during the APPLICANT's event. Wherever possible, the decorations or props shall be flame proof and otherwise not present a fire or safety hazard. All such items shall be removed immediately after the event, but in no case later than 8:00 a.m. on the day after the event.
8. **CANCELLATION.** The Executive Director, Business Services or his/her designee may be required notify the APPLICANT if the facilities, which are subject to this Agreement, should become unavailable for the scheduled activities. Such cancellation notification shall be given at least twenty-four hours prior to the scheduled event.