

Contract Number: _____

**SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT
FACILITIES USE PERMIT AGREEMENT
WITH**

This Agreement is entered into this ___ day of _____, 2____ by and between the San Mateo County Community College District, a community college district formed and existing under the law of the State of California, having its principal business address at 3401 CSM Drive, San Mateo, CA 94402 (hereinafter called "District") _____ and _____ (hereinafter Permittee).

APPLICATION: Permittee has completed an Application for use of Facilities (hereinafter "Application"), which may include use of premises, facilities, property, furniture and equipment (collectively "Facilities") at the District at the following location:

- Canada College
- College of San Mateo
- Skyline College
- District Office

The Application describes the permitted Facilities and is attached hereto and by this reference made a part hereof. Subject to the terms and conditions specified in this Agreement and any attachments incorporated by reference into this Agreement, District grants Permittee use of the Facilities as described in the Application. In consideration of the use of the Facilities, Permittee shall pay all fees in accordance with the Application and in accordance with the terms and conditions set forth in this Agreement.

SCHEDULING: Application must be completed 45 days prior to the date of use.

COMMISSION: A 10% commission on fees collected by the Permittee will be paid to the institution

DEPOSIT: 100% of estimated fees required with return of contract.

CANCELLATION PENALTY; If event is cancelled by Permittee with less than 30 days notice, the following penalties apply and are due to the district: 20-29 Prior business days notice: 60% of event total; 15-19 Prior business days notice, 75% of event total; 0-14 prior business days notice: 100% of event total. If event is cancelled by Permittee 30 or more days prior to event, 10% of the deposit, with a minimum of \$20, is non-refundable.

INSURANCE. Permittee shall procure and maintain liability coverage and provide a Certificate of Insurance and an Additional Insured Endorsement as specified in Appendix I. A certificate of insurance AND an additional insured endorsement will be required.

INDEMNIFICATION. The Permittee using District Facilities agrees to indemnify, hold harmless, and defend in accordance with Civil Code §2778, the District, its Board of Trustees, officers, agents, employees and representatives from all claims, lawsuits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including user or any employee, agent, or invitee of Permittee, or damage to property including intangible property and to whomsoever belonging, where such injuries, death or damages occurred in, upon, or due to user's use of the District's Facilities, provided that this indemnity

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obligation shall not apply to injuries for which District has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence.

DAMAGE TO FACILITIES. The Permittee is liable for the care and protection of District Facilities and will be charged for any damages sustained to the Facilities because of the occupancy of District Facilities by Permittee.

AVAILABILITY OF FACILITIES. This agreement shall be considered as a reasonable guarantee from the District to the Permittee that the Facilities will be available for use as specified. Should Facilities be needed on an emergency basis for instruction or instruction-related purposes, the College reserves the right to reassign space or to cancel the contract up to forty-eight hours preceding the scheduled event. (Alternative space will be provided by College). District reserves the right cancel this agreement at its sole discretion in the event of a local emergency or disaster where Facilities are needed for emergency operations activities.

PARKING. Event participants shall be responsible for compliance with and shall be subject to all District rules, regulations and fees for parking during the event. Special parking requests must be made in writing and approved by College President.

SPECIAL CONDITIONS FOR ORGANIZATIONS USING FACILITIES FOR SPORTS EVENTS, TOURNAMENTS AND CAMPS

FINGERPRINTING AND BACKGROUND CHECK. All Permittee coaches, employees, volunteers or invitees involved in permit activities offering organized sports tournaments, sports training camps or day camps for minors (collectively "Camps for Minors") must certify finger printing and background check requirements specified in Appendix BG.

WRITTEN POLICIES REGARDING ACTIVITIES WITH MINORS. All Permittees utilizing the facilities for Camps for Minors are required to have written policies and procedures regarding activities with minors including: behavioral expectations for adults supervising minors, screening applicants for volunteer positions, physical contact with minors, disciplining minors, transportation; supervision of bathroom use, supervision of locker room use, release of minors at the conclusion of an activity and non-program contact with minors.

WRITTEN POLICIES REGARDING LIABILITY WAIVERS AND MEDICAL AUTHORIZATIONS. All permittees using the facilities for sports camps, events, tournaments or any organized activity (collectively "Organized Activity(ies)") for any age group must maintain established policies and procedures regarding liability waivers and medical authorizations for camp or event participants.

ATTENDEE ROSTERS. All permittees using the facilities for Organized Activity(ies) must maintain a full roster of invitees for Organized Activity(ies) and have on premises with the manager of the camp.

FACILITY AND EVENT SPECIFIC RIDERS

This agreement includes terms and conditions specific to the particular facilities that are being permitted and the events that are being held at the facilities. The appendices checked below are attached hereto and by this reference made a part hereof.

- | | |
|--|--|
| <input type="checkbox"/> Appendix AF: Athletic Fields | <input type="checkbox"/> Appendix D: Non-sponsored District Employee Organized Event |
| <input type="checkbox"/> Appendix AS: Auxiliary Spaces (lawn, parking lot) | <input type="checkbox"/> Appendix F: Filming |
| <input type="checkbox"/> Appendix BG: Fingerprinting and Background Check | <input type="checkbox"/> Appendix FB: Food Trucks, catering, alcohol |

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- Appendix G: Gymnasium
- Appendix I: Insurance

- Appendix T: Theatre
- Appendix O: Other Outdoor Spaces

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

DISTRICT/COLLEGE AUTHORIZED SIGNATURE

PERMITTEE AUTHORIZED SIGNATURE

By: _____

Signature

Printed Name: _____

Date: _____

By: _____

Signature

Printed Name: _____

Date: _____

EIN 94-3084147