

APPLICATION AND AGREEMENT FOR COLLEGE FACILITY USE

Ohlone Community College District ("District") and

On behalf of the organization listed below ("Client") I, _____ on _____, 20____
 agree to rent the facilities described below ("Facility") which will be used for the following activity:
 _____ (the "Event.")

Number of attendees _____ Number of minors _____ Admission charged Food Served

FACILITY REQUESTED <i>3-hour minimum include set up and tear down/clean up</i>	ROOMS OFFICE USE ONLY	DATES <i>Start/end dates</i>	TIME <i>Start/end times</i>	DAYS <i>Monday - Sunday</i>
Classroom(s)	<input type="checkbox"/>			
Lecture Hall(s)	<input type="checkbox"/>			
Community/Conference Room(s)	<input type="checkbox"/>			
Other (specify _____)	<input type="checkbox"/>			
Newark Conference Center	<input type="checkbox"/>			
Parking Lot(s)	<input type="checkbox"/>			
Dining Hall (specify seating)				
Music/Fitness/Weight/Locker Room				
Swimming Pool (specify # of lanes)				
Gymnasium (specify seating)				
Athletic Field (specify type)				

Special Equipment or Services Requested:

- Audio-Visual Equipment:
 - Digital Projector & Screen
 - Smart Room
- Computer
- Technician
- Video Monitor & DVD
- Other _____
- Custodial (for _____)
- Uniformed Security Parking Permits (specify number _____)
Note: Parking permits may also be purchased through in-lot vending machines
- Other (specify _____)

I have read, understand, and agree to the terms and conditions on the back of this form or attached hereto, incorporated herein by reference. Client agrees to pay the fees as specified on the attached sheet. Not valid until signed by authorized representatives of both parties. VALID FOR DATES SHOWN ABOVE ONLY.

CLIENT

SIGNED

ORGANIZATION NAME

STREET ADDRESS

CITY STATE ZIP

EMAIL

PHONE/FAX

DISTRICT

Director, Purchasing, Contracts, and Auxiliary Services

Civic Center Rentals Office
 Ohlone Community College District
 43600 Mission Blvd. Fremont, CA 94539
 510-659-6224 Fax: 510-659-7330 rentals@ohlone.edu



501 (c)3 nonprofit organization Insurance _____ Group _____ CCR # _____

KEEP THIS FORM HANDY TO SHOW TO CAMPUS AUTHORITIES UPON DEMAND AS PROOF OF RENTAL

FACILITY USE TERMS AND CONDITIONS

1. **USE:** Use of the Facilities described herein is granted subject to the terms and conditions herein and rules and regulations established from time to time by the Board of Trustees and administration of the Ohlone Community College District. District assumes no liability or responsibility for any personal property of Client or of its employees, agents, representatives, guests or invitees brought onto the campus before, during or after the Event described herein. Submission of this Application/Agreement or acceptance by District of any fee does not guarantee availability of any District facilities. Facility and adjoining areas are provided on an "as is" basis.
2. **INDEMNIFICATION:** The Client and its members shall be held responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property, and claims which may be the result of, or may be caused by, the Client's occupancy or use of the facilities or Facility. Client has been given an opportunity to inspect Facility prior to the Event and accepts, discharges, and releases, and shall protect, indemnify, defend, and hold harmless, the District and each of its trustees, agents, employees, volunteers, students, and representatives, from any and all liability, claims, judgments, or demands, including reasonable attorneys fees and costs, which may arise from any injuries, deaths, and damage to property arising directly or indirectly out of this Agreement, including, but not limited to, Client's occupancy or use of the Facility and the adjoining areas, including the parking lots, except if due to District's active negligence or willful misconduct.
3. **TERM:** This Agreement becomes effective on the date first written above and shall remain in effect for as long as Client remains on or utilizes District facilities, regardless of Event(s) duration.
4. **FOOD SERVICE:** The District reserves the right to assign exclusive catering services on its campuses. Client should make arrangements with the catering office at least two weeks in advance of the Event. If the campus caterer is unable or unwilling to provide the needed food services, an outside caterer may be utilized. All outside caterers must provide an Alameda County Health Department Permit to District two weeks in advance of the Event.
5. **PAYMENT TERMS:** Fees are due and payable no later than seven working days prior to the Event. A one-time nonrefundable application fee is required with application for new Clients. Checks shall be payable to Ohlone College.
6. **AUTHORITY:** The Client certifies that to the best of his/her knowledge, the District property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. This Agreement must be signed by persons authorized to sign on behalf of the Organization and bind the Organization to the terms of this Agreement.
7. **NOTICES:** Notices shall be delivered to the person and address specified as the signatory hereto.
8. **ASSIGNMENT:** This Agreement may not be assigned without prior written consent of District, which consent may be withheld by District in its sole and absolute discretion.
9. **CHOICE OF LAW AND VENUE:** This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, said action shall be brought in the appropriate court in Alameda County, California.
10. **DEFAULT:** Failure to comply with any term of this Agreement or comply with any rules or regulations of the District will be grounds to cancel Event and deny permission for use or future use of District facilities by the Client, be it individual or organization, or any member thereof, in addition to any remedies available in law. Client agrees that should the Event be changed or canceled by Client, or due to Client's failure to meet the requirements of this Agreement, a full or partial refund of fees, if any, will be made only at the sole discretion of District. District may cancel Event and terminate this Agreement, without cause, for its convenience or if Facilities are needed for educational purposes.
11. **INSURANCE:** Client shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. Client agrees to endorse such policy to name the Ohlone Community College District and the Ohlone Community College District Board of Trustees as additional insureds. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. Client also shall secure and maintain workers' compensation insurance covering all Client employees, if any, on District property during the entire Term of the Agreement, Client shall deliver certificate(s) of insurance, along with the additional insured endorsement, at least 2 weeks in advance of the Event; otherwise, this Agreement may be canceled by District.
12. **MISC:** This Agreement contains the entire understanding of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No change or waiver of modification of any of the terms hereof shall be valid unless in writing. Time is of the essence. Headings are for convenience only. Signed Agreement must be shown to campus authorities on demand.