

APPLICATION AND AGREEMENT FOR COLLEGE FACILITY USE

Ohlone Community College District ("District") and

_____ on behalf of the organization listed below ("Client") on _____, 20__

PRINTED NAME

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		DATES		TIME		DAYS
	OFFICE USE ONLY		Start/end dates		Start/end times		Monday - Sunday
Classroom(s)							
Lecture Hall(s)							
Community/Conference Room(s)							
Other (specify _____)							
Newark Conference Center							
Parking Lot(s)							
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 ___ Computer ___ Video Monitor & DVD
 - ___ Smart Room ___ Technician ___ 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

ADDRESS

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 and updated as needed by the Board of Trustees and Administration of the Ohlone Community College District. The District assumes no liability or responsibility for any loss of 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 the 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, its officers, agents, employees, guests and invitees 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 attorney's 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 the 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. **CAPACITY:** The Client will be informed and understands the maximum standing and sitting capacity of people within rented space and will not exceed this limit.
5. **FOOD SERVICE:** Client may use food, beverage, and catering services suggested by the District to accommodate its rental needs. Client can make arrangements with the District catering office at least two (2) weeks in advance of the Event and is solely responsible for its selection, execution, and compliance. If the campus caterer is unable or unwilling to provide the needed food services, an outside caterer may be utilized. It is Client's sole responsibility to obtain all required health permits and certifications from catering services provider/s. There is no cooking, open flame or frying allowed on site at all times. The District encourages Client to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste products and solutions. Caterer, if used, must clean the premises within two (2) hours following the Event leaving the Facility in the same condition and working order as at the start of the event setup, must follow recycling ordinance for all trash, including sorting recyclables and compostables, which must be collected, and properly bagged and removed off site by the Client or the Caterer at the end of the rental period/s. The District proudly commits to minimizing its' waste production. Failure to remove waste or to clean rented facility will result in additional fees.
6. **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.
7. **SITE DECORATIONS:** The District wants to make every event a positive experience and will make every effort to allow Client the ability to prepare/use decorations. The District therefore requires that only District Staff rearrange and move any furnishings, including artwork, lamps, antiques or seating. No nails, screws, staples or penetrating items should be used on rails, walls or fine wood. Any surface damage will be deducted from Clients security deposit. Absolutely no glitter or foil (non-paper) confetti is allowed on site.
8. **FURNITURE AND FURNISHINGS:** The Ohlone personnel will be solely responsible for coordinating delivery, set up and/or removal of all items located in the assigned facility. The Client agrees to notify the District as promptly as possible of any furniture requests and/or special arrangements.
9. **NOISE:** The Client acknowledges and therefore agrees to control the noise level at the Event such that it is not disturbing neighboring indoor/outdoor co-occupants. Should the Client's Event creates a noise disturbance due to high volume, Client will be warned by an appointed site supervisor and then, if not complied, may be expelled from the premises. In the event that noise disturbances are to the point of expulsion, no refund will be given to the Client.
10. **LOST AND FOUND:** The District takes no responsibility for personal effects and possessions left on premises during or after any Event. The District, however, maintains a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.
11. **SECURITY DEPOSIT AND DAMAGE(S):** A security deposit of 20% of the rental commitment, made payable to the District, is required and due 15 days prior to the Event. Please note that the security deposit is separate from the rental fee payment which only reserves the date and space requested. The deposit shall be refunded within three (3) days following the rental period provided the premises are left in the same condition as when rented, and satisfactory to the District. However, if any cleaning or repairs are deemed necessary beyond normal use/wear (e.g. excessive waste, paint damage, floor gouges, tape marks or gummed backing materials, etc.) then Client will be charged the amount to restore an item to its original condition and then will be deducted from the security deposit. If the building or any part of the premises or its historic contents, including furniture or artwork, are damaged during the Event, Client will be solely responsible for such damage and expressly agrees to restore or replace the item/s with a like, if item unavailable.
12. **AUTHORITY:** The Client certifies that to the best of his/her knowledge, that 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.
13. **NOTICES:** Notices shall be delivered to the person and address specified as the signatory hereto.

14. ASSIGNMENT: This Agreement may not be assigned without prior written consent of the District, which consent may be withheld by the District in its sole and absolute discretion.
15. 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.
16. 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 the 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 the District. The District may cancel Event and terminate this Agreement, without cause, for its convenience or if Facilities are needed for educational purposes.
17. 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 the 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 the District.
18. ENDORSEMENT: Nothing contained in this Contract shall be construed as conferring on any party hereto, any right to use the other parties name and/or logo as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Contract shall be construed as endorsement of any commercial product or service by the District, its officers or employees. Rental Clients may be granted a limited permission to use the District's trademarks in communications with prior approval by the District. All identity standards and policies must apply. Permission must be secured before printing, manufacturing, or advertising/distribution of materials.
19. SWIMMING POOL: The District shall appoint a certified lifeguard for the duration of the Event unless Client presents supporting documentation that guarantees presence of certified lifeguard personnel.
20. CITY, COUNTY, STATE AND FEDERAL LAWS: Client agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. The District is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Smoking is prohibited in all vehicles, buildings, indoor and outdoor facilities, disabled and general use of the parking lots, and all open areas of District property. Client shall not sell/use alcohol on premises at any time. The District reserves the right in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the District or the safety of its staff, guests, or building contents. When noted, client will be warned by the appointed site supervisor and then, if repeated, may be expelled from the premises. In the event of expulsion, no refund will be given to the Client.
21. PARKING ENFORCEMENT: There is no free parking at any of the District campuses. Vehicles that are illegally parked and/or parked without a valid permit will be cited and may be towed at the owner's expense. Note that all disabled, staff, emergency and fire lane, visitor designated parking, and other special or specifically designated parking is enforced at all times. The maximum speed limit is 25 mph on roadways and 10 mph in parking lots. All violators will be cited.
22. 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.