

AGREEMENT FOR USE OF UNIVERSITY OF CALIFORNIA, DAVIS FACILITIES

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its Davis Conference and Event Services ("CES") agrees to make facilities and services available to:

Davis Joint Unified School District				"Organization"
Located at	315 W. 14th Street	Davis	CA	95616
	Mailing Address	City	State	Zip Code
For	Davis High Water Polo Playoff Game			"Event" Name
On	11/19/2019			Event Date

Organization agrees to pay for the facilities and services indicated in this Agreement; also for any facilities and services subsequently requested by Organization, at the rates indicated herein or quoted at the time of the request.

1. DEPOSIT, CHARGES AND PAYMENT

The Cost Estimate (Attachment 1) reflects the anticipated University charges for facilities and services based upon Organization's stated requirements as of the date of estimate. Upon execution of this Agreement, the Organization agrees to pay a non-refundable deposit of \$N/A or full payment in the amount of \$1,143.00. All checks should be payable to "The Regents of the University of California". (Campus departments provide recharge account # N/A). Subsequent partial payments may be required at dates specified on the "Planning Timeline" (Attachment 2) or to secure services of outside vendors such as hotels. **Organization understands and agrees that final charges will be for all services requested by the Organization and provided by the University and may differ from the Cost Estimate.** All applicable cancellation fees will apply. A final invoice will be sent to Organization after the Event and must be paid within 30 days of receipt of each invoice.

2. TIMELINE AND DUE DATES

Organization has read and agrees to meet the due dates specified on "Planning Timeline" (Attachment 2). Failure to do so may be termed a material breach of this agreement, for which CES may terminate the agreement immediately with no further obligation.

3. CANCELLATION

If Organization cancels Event or event-related services, CES will charge Organization for all expenses and non-cancelable obligations related to Event made prior to its receipt of Organization's termination notice. If there is a balance due, Organization agrees to pay the balance in full to CES within 30 days of cancellation.

4. ANTICIPATORY BREACH

CES may cancel this Agreement with no liability to Organization, and may retain the deposit paid by Organization if, in CES's sole judgment:

- CES becomes aware of information that reasonably indicates that Organization cannot pay the fees that will result from this Agreement, and/or Organization does not intend to present the Event.
- CES determines that Event poses a danger to the Facility to be used or to persons in or around the Facility.
- Organization fails to meet deadlines as outlined in the Planning Timeline (Attachment 2).

CES may cancel this agreement with no notice to Organization if Facility is needed by the State of California for emergency purposes. Reasonable efforts will be made to relocate Event to another suitable University venue and/or reschedule Event. If relocation is not possible, CES will return the deposit paid by Organization.

5. FEE/PROGRAM INFORMATION

Fee and program information must be submitted to CES for approval **before** printing and dissemination.

6. RULES

Organization agrees to comply with University facility use rules in Attachment 3 and as otherwise communicated in writing to Organization.

7. CONFERENCE HOUSING

If residence hall facilities are to be used, Organization shall be charged for the actual number of beds used during Event or 100% of Guaranteed Beds, whichever is greater. (See Planning Timeline (Attachment 2) for definitions and due dates.) All beds shall be charged for the full term of this Agreement, regardless of number of nights used. The University reserves the right to change the accommodation location should the participant's accommodation numbers change.

8. CHANGE OF FACILITY

As an educational institution, the University's first priority and responsibility is to its students. As a result, academic courses take precedence with regard to the use of academic space. If at any time a facility reservation must be changed to accommodate an academic need, the University will make every effort to secure comparable space and notify Organization as soon as reasonably possible.

9. CONSTRUCTION/ROAD CLOSURES

Organization acknowledges that construction projects may commence for emergency or non-emergency projects on campus at any time. Should the reserved facility become unavailable due to construction, CES will notify Organization as soon as practicable. The University shall make every effort to secure comparable space for Organization; in the event that space satisfactory to Organization cannot be secured, Organization shall receive a full refund of all monies paid.

10. PARKING

Due to frequent large events and construction projects on campus, the University cannot guarantee the availability of parking in specific parking lots.

11. DAMAGES TO PROPERTY

Organization agrees to pay the University for all damage(s) to or loss of University property resulting from Organization's use of University facilities, including any loss or damage caused by Organization's contractors, licensees, invitees, or guests.

12. INTELLECTUAL PROPERTY

Organization shall assume all cost and liability arising from the use of patented, trademarked, franchised or copyright-protected material related to use of University facilities. Organization shall assume all cost and liability for material which violates the right of privacy or right of publicity or any other statutory or common law right of any person related to use of University facilities. Organization assumes all cost and liability for defamation related to use of University facilities. Organization agrees to indemnify, defend and hold harmless University, its officers, agents, and employees from any liability, expenses, damages, claims or costs, including legal fees, which might arise from such matters, including claims of infringement of any intellectual property or personal rights.

13. INDEMNIFICATION

Organization shall indemnify, defend, and hold harmless University, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, invitees or employees.

14. LIABILITY FOR USE OF UNIVERSITY POOLS

If using a pool or if in an area of building with a pool, notwithstanding the foregoing indemnification provision, use of University pools will be at Organization's sole risk. The University will not provide lifeguards, nor will the University assume any liability, loss, or expense for injuries or damages arising from Organization's use of pools.

15. FORCE MAJEURE

A party shall not be considered to have failed in performance of this Agreement if the failure arises out of causes beyond the control and without the fault or negligence of that party. These causes may include but are not restricted to acts of God or the public enemy, acts of Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property, or unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the party. However, regardless of which party is delayed, Organization shall remain liable for all non-cancelable costs contracted by the University for this Event before the force majeure event. Any unexpended balance in Organization's account shall be refunded to Organization.

16. INSURANCE (Non-University entities only)

A Certificate of Insurance must be submitted to CES by the date on the Planning Timeline (Attachment 2), showing coverage as checked below:

☒ 1. Comprehensive or Commercial Form General Liability (minimum limits)

a. Each Occurrence	\$1,000,000.00
b. Personal and Advertising Injury	\$1,000,000.00
c. General Aggregate	\$2,000,000.00

If the above insurance is written on a claim-made form, it will continue for three years following termination of the agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the agreement.

- ☐ 2. Business Auto Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than \$1,000,000.00 per occurrence.
- ☒ 3. *Worker's Compensation* as required under California State Law.
- ☐ 4. Sexual Misconduct Liability insurance with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- ☒ 5. Other insurance as indicated:
- ☒ a. Sporting Event: Organization's insurance must cover participants as well as spectators.
 - ☐ b. Events at which alcohol will be served or sold.
 - ☐ c. Other:
- ☐ 6. Sponsoring organization shall obtain certification prior to the commencement of work under this agreement that all their employees, directors, subcontractors, agents or volunteers who may have contact with, interaction with, or responsibility for minors shall:
- a. Undergo a local, state, and national criminal background check and national sex offender registry check;
 - b. Be trained in the identification, prevention, and reporting of sexual abuse of minors;
 - c. Adhere to the sponsor's written policies related to the supervision of minors. At a minimum the sponsoring organization's supervision procedures should include:
 - Minimum adult to minor ratios;
 - How to supervise minors during overnight activities
 - How to supervise minors during bathroom and showing activities
 - How to supervise minors during activities that are associated with water use, including, but not limited to, pools, showers, bathing areas, swimming, etc.
 - How to supervise minors during transition times, including drop-off and pick-up

The Certificate(s) must name The Regents of the University of California as an additional insured. To purchase insurance through the university, please go to <http://ucd.marshcampusconnexions.com/>, indicate you are planning to rent a campus facility through the drop-down menu on the right and either select "apply online" or "TULIP application form" if you would like to mail in your insurance form and payment. NOTE: Prior to purchasing insurance, please check with your coordinator to see if liquor liability coverage will be required in addition to the other required insurance.

17. EQUAL OPPORTUNITY AFFIRMATIVE ACTION

University will not discriminate against Organization based on its members' status as protected veterans or individuals with disabilities, nor discriminate against any Organization based upon its members' race, color, religion, sex, sexual orientation, gender identity, or national origin.

18. ENTIRE AGREEMENT

This Agreement contains all the terms agreed upon by both parties and may not be amended except in writing and signed by both parties.

Agreement must be signed by the person named as Principal Officer on Application for Use of University Facilities. By executing this agreement, signer certifies he/she is authorized to sign on behalf of Organization.

ORGANIZATION OR CAMPUS DEPT

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

Name: _____

Title: _____

Lina Layiktez

Director, Conference and Event Services -
University of California Davis

Date: _____

Date: _____

UC DAVIS

CONFERENCE AND EVENT SERVICES

Preliminary Cost Projection

Event Name: DHS Water Polo Playoff Game
 Begin Date: 11/19/2019
 End Date: 11/19/2019
 Contact: Laurie Williams
 Coordinator: Teresa Alameda
 Attendance: 100
 Reservation #: 1911150

ESTIMATED CHARGES

Application Processing Fee	\$105.00
Facility Use and Reservation Fee	
Schaal Aquatic Center, 7pm - 9pm	\$260.00
- Student facility attendants	\$48.00
- Scoreboard	\$100.00
Contract/Administrative Fee	\$630.00
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TOTAL CHARGES: <u><u>\$1,143.00</u></u>	

Reviewed By: sent via email

Date: 11/13/19

The facility must be left in the same condition in which it was found or additional cleaning fees may apply. If event starts prior to or ends after the stated reservation time, additional charges will be incurred.

Parking permits are \$10/vehicle/day and can be purchased from visitor parking lots.

Please work with Darren Spiritosanto for set up needs/questions.

PLEASE NOTE:

1. The above cost projection is an estimate only based on service needs known at this time. If service needs change, charges may vary.
2. Please anticipate a 10-20% annual rate increase.
3. If the event is cancelled, the client forfeits the non-refundable booking deposit. Additionally, the client is responsible for any additional charges incurred.
4. A \$70.00 reservation cancellation fee will be assessed to any facility reservation that is cancelled. Please remember that a facility cancellation fee may also apply.

PLANNING TIMELINE
Davis High Water Polo Playoff Game
Date of Event: 11/19/2019

Event Coordinator: **TERESA ALAMEDA**

The following timeline lists the various materials that must be returned to Conference and Event Services (CES) on or before the date indicated.

Due Dates

- 11/18/2019 **Agreement for Use of University Facilities** - The agreement form must be signed and returned along with your check for the non-refundable booking deposit in the amount of \$N/A payable to The Regents of the University of California. If Conference Housing is needed, an estimate on the number of beds must be provided at this time.
- 11/18/2019 **First Payment** - A first advance payment of 100 percent of the estimated charges is due to CES. Payments must be in the form of a check, money order or cash; a credit card is not an acceptable form of payment. **A penalty fee of \$80 per day will be imposed if the guarantee is not received by the due date.**
- 11/18/2019 **Certificate of Insurance** - The Regents of the University of California must be named as additional insured. To purchase insurance through the university, please visit <http://ucd.marshcampusconnexions.com/>, indicate you are planning to rent a campus facility from the drop down menu on the right and hit "Go". On the next screen, select "Apply Now". NOTE: Please check with your coordinator to see if liquor liability coverage will be required in addition to other required insurance PRIOR to purchasing insurance.

Please contact me immediately at (530) 754-0706 if you are unable to meet any of the above deadlines. Failure to meet these deadlines may delay confirmation of Event and result in additional charges.

POLICIES AND PROCEDURES GOVERNING USE OF UNIVERSITY FACILITIES

1. Organizations using the University facilities for religious activities shall avoid any implication that the Organization or activities are sponsored, endorsed or favored by the University.
2. Organization shall neither conduct nor describe its business in such a way as to give the impression that it is officially conducted or sponsored by the University or that the Organization's owners, employees or agents are acting or are authorized to act as representatives of or on behalf of the University.
3. Political activities that are open to the public may be held only in those open-discussion and meeting areas designated in campus regulations.
4. Written correspondence from the Conference and Event Services Office (CES) will serve as documentation for services to be provided by that office.
5. In order to serve alcohol, an Organization must obtain a *Permit to Serve Alcoholic Beverages and license from the State Department of Alcoholic Beverage Control when required by law*. Permits are issued in accordance with the University guidelines.
6. Organization shall be solely responsible for the orderly conduct of all persons using the premises related to Event during all times covered by this agreement. the University reserves the right to remove or cause to be removed from the premises any person or persons acting in an unlawful or disorderly manner.
7. The University shall determine the number of security personnel necessary to maintain order at any event. Security personnel shall be provided only by the University and the Organization shall pay for all costs.
8. The University may provide, at Organization's sole cost and expense, ticket sellers, ticket takers, crowd directors, facility attendants, ushers, fire fighters, spotlight and scoreboard operators.
9. The University reserves the right to operate or contract for the operation of and to receive the income from concessions for the events to be covered by this agreement. Such concessions shall include, but not be limited to, the dispensing or sale of food or drinks.
10. For agreements with product sales:
 - a. Only those programs, souvenirs, and novelties approved by the University shall be sold by Organization.
 - b. A physical inventory shall be taken by the University prior to sale.
 - c. Organization shall pay the University UP TO 30 percent of gross receipts from such sales within one week following the event.
11. No event shall be broadcast, televised or in any manner recorded for reproduction without the prior written consent of the University. Any request for such activities (not including news broadcast) must be received by CES at least thirty (30) days prior to the event.
12. Amplified sound for any outdoor on campus locations requires that a permit be issued by CES. Permits are issued in accordance with the University guidelines.
13. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises whether prior to, during or subsequent to the use of the facility by Organization, the University and its officers, agents and employees shall act solely for the accommodation of the Organization and neither the University nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.
14. Telephone and/or internet services may be obtained by Organization for its event. Such service must be requested thirty (30) days prior to event and will be provided at the sole cost and expense of Organization.
15. Pyrotechnics may not be used on campus except by permit issued by the University Fire Marshall. Pyrotechnics must be operated by a state-licensed pyro-technician.

16. University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.
 17. The University intends to ensure that people with disabilities have access to participate fully in seminars and training events in which we are involved. Therefore, the Organization will be responsible for notifying registrants of their need to identify **in advance** any accommodation needs or requests. The costs of special services such as the provision of a sign language interpreter will be the responsibility of the Organization.
 18. The University shall determine if tickets will be sold and managed through University's Ticket Office or by Organization.
 19. Organizations providing food/beverage to its guests must use a caterer registered with the University. CES will provide a list of registered caterers.
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