

CONTRACT NAME: AGREEMENT BETWEEN UNIVERSITY OF THE PACIFIC AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between University of the Pacific and DJUSD to provide a facility for the Davis Senior High School's Field Hockey match on September 5, 2015.

The cost of the field rental is \$100 and is paid by parent donations.



("University")

AND

("Client")

University of the Pacific

3601 Pacific Ave.

Stockton, California, 95211

Attn: Pacific Athletics

Davis High School

Event Name: Davis High School Field Hockey Date(s): September 5, 2015

1. Purpose of use:
2. Will event be open to the general public? Yes ____ No ____
3. What fees will be charged for attendance/participation? ____
4. If fees charged for participation exceed cost of event, how will excess funds be used? ____
5. Does this event require concession sales (food, beverage, etc.)? Yes ____ No ____
If concession sales are required, who should be contacted from your organization regarding concession needs? _____

WHEREAS, the University offers portions of the University for events; and WHEREAS, the terms and conditions set forth in this Facility Rental, Fees and Services Agreement ("Agreement") explain the responsibilities and constitute the Agreement between the University and the Client. NOW, THEREFORE, for and in consideration of the premises and the mutual promises of the parties hereto, it is hereby agreed as follows:

ARTICLE I – DEPOSIT AND PAYMENT

1.1. Deposit. To reserve the requested facility, according to Attachment the quote, the Client is required to pay a minimum partial deposit of 25% of the minimum base rental fee upon the request for space to be deemed reserved. Remaining balance of the deposit (minimum base rental fee) is payable upon the execution of the Agreement. If said deposit is not received with the signed contract at least 30 business days before the event, this Agreement shall terminate and be of no further force or effect. The requested date and facilities requested will not be confirmed until the deposit is paid and the Agreement is signed. The deposit shall be applied in full as a credit against payment due to the University under this Agreement as set forth in Section 1.2. hereof.

1.2. Payment. Client agrees to pay the University a fee for facility rental plus expenses for services requested/required for the event. Following the event, the Client will be invoiced and agrees to pay for any additional cost incurred. This amount will be due 30 days from receipt of a final invoice.

1.3. Delinquent Accounts. After 30 days following the event, unpaid invoices are subject to a late charge at the rate of \$25.00 per week on any remaining balance.

1.4. Non Sufficient Funds. The University will charge a \$25.00 fee for checks returned with non-sufficient funds.

ARTICLE II - ADDITIONAL COSTS/SERVICES

2.1. Security. Security personnel may be required based on the number of guests attending the event and the amount of space rented. Security requirements are determined at the sole discretion of the University. Client will be notified prior to the event if any such security personnel are deemed necessary. Security fees will be charged to the Client in the amount of \$25.00 per hour, per officer.

2.2. Custodial. Normal and usual housekeeping is included with the facility rental. Additional custodial workers may be required due to set-up/clean-up above and beyond standard cleaning. Client will be notified during or immediately following an event if any such additional janitorial personnel are deemed necessary.

2.3. Alcohol Beverage Services. The sale or distribution of alcoholic beverages on or adjacent to the University premises for money, for token in lieu of money, or by any other device which in fact constitutes sale is not permitted at any event unless through a licensed Third Party Vendor. The third party vendor must meet the following requirements:

- a) Be properly licensed by the State Alcohol Beverage Control Department. This may involve both a liquor license and/or temporary permit license to sell at the designated location. Attached copies of licenses and permits must be provided along with the alcohol event registration form.
- b) Be properly insured with a minimum of \$1,000,000 general liability insurance, evidenced by a properly completed certificate of insurance prepared by the insurance provider
- c) The above "certificate of insurance" must also show evidence that the vendor has, as part of the coverage, "off premises liquor liability coverage and non-owned and hired auto coverage."
- d) The certificate of insurance must name, as additional insured (at a minimum), the University. Attached copies of the certificate of insurance must be attached to alcohol event scheduling form.

Vendor assumes all responsibilities that any other purveyor of alcoholic beverages would assume in the normal course of business, including but not limited to: checking identification cards upon entry; not serving minors; not serving individuals who appear to be intoxicated; maintaining control of ALL alcoholic containers present; collecting all remaining alcohol at the end of a function; and removing all alcohol from the premises

2.4. Equipment. Facility rental includes tables and chairs that are regularly housed in the facility. Additional or optional furniture may be rented and will be charged to the Client. A/V equipment may be rented and will be charged to the Client. All additional equipment, including furniture, audio visual equipment, etc., must be requested 14 days prior to the start of the event

2.5 Field/Stadium Services and Preparation. Preparation of athletic fields, stadium, gyms, etc. will be billed supplemental prior to the event, when possible. Additional charges will be billed after the event has occurred. Client agrees to pay supplemental costs incurred for lining fields, setting up goals, posts, and other incidentals that may be accrued prior to, during, and following event.

ARTICLE III – CANCELLATION

3.1 Cancellation. The University requires 15 days notice of the cancellation of an event. In the event of a cancellation, the deposit paid is non-refundable.

3.2 Cancel or Change. As academic and University events take precedence over any other event, the University maintains the right to:

- a) Cancel, without advance notice any event not in compliance with the general policy of the University regarding meetings or events on campus
- b) Change reservations to other facilities, with the understanding that, if possible, comparable space, or an alternate timeslot will be provided when the change is necessary.

ARTICLE IV - CERTIFICATE OF INSURANCE

4.1. Certificate of Insurance. The Client must also submit a certificate of insurance no later than 30 days prior to event day. The University must be listed as an additional insured on the certificate. General liability/Property Damage coverage required:

- A General Aggregate \$2,000,000
- B. Each Occurrence \$1,000,000

ARTICLE V - ACCESS TIMES

5.1. Access Times. Clients are granted access to facilities prior to the start of their event at the discretion of the Pacific Athletic Facilities Supervisor, and will be determined upon the Clients need for load-in and set-up. Clients are required to register with a Pacific Athletics staff member at the beginning and end of the use of the facility.

ARTICLE VI – CONDUCT DURING EVENT

6.1. Compliance. The Client agrees to comply with all policies, practices, rules and regulations of the University listed in this agreement and in conjunction with documented University policies and procedures. The University and its designated parties are at sole discretion to determine compliance of the Client.

6.2. Damages. Client assumes full responsibility for any and all damages to the physical premises and property of the University and for any and all personal injuries caused by Client, Client's guests, and or Client's independent contractor that may occur during any such time premises are occupied by the Client, Client's vendors or Client's guests. Any alterations made to the facility, i.e. painting of fields, mowing, etc., or any grounds or maintenance work to the facilities are not permitted by any organization other than the University. Any modifications made to the facility by the client will be reversed at the client's expense and will result in the immediate termination of the contract.

6.3. Restricted areas. To ensure the safety and security of the University and its contents as well as minimize liability to the Client, all non-rented areas are off-limits to the Client, Client's guests and Client's independent contractor(s). Any of these individuals found in an off-limits area may be asked to leave the premises.

6.3.1 Smoking. In accordance with California State Law, smoking is not permitted within 20 feet of any University building. To ensure the health and safety of our Clients and structures, we ask that you adhere to this law and pass it on to your attendees. Those found in violation of said law may be asked to leave the premises.

6.4. Operations. Client, Client's guests and Client's independent contractor(s) must comply with any requests made of them by the University personnel or security personnel. University personnel, security personnel and custodial personnel are provided by the University for your event as indicated in Article II.

6.5. Event Conclusion. Client is responsible for ensuring that all events must conclude no later than the time specified on the Facility Rental Agreement. After that time, the University will be accessible only to staff designated for the breakdown and clean up of the event. All events must be scheduled to conclude no later than 12:00 a.m. and the premises must be fully vacated no later than 12:30 a.m. Any additional will be billed to the client upon conclusion of the event. The client agrees to pay all charges for use of facility over and above the times specified during the facility reservation. Any adjustments to the reservation times must be made at least 72 hours in advance.

6.6. Electrical Cords. All electrical cords and equipment cables used must be installed so as not to present a hazard for guests and must be in accordance with NEC and NFPA 70E safety guidelines. Electrical cords may not be taped to the floors in prominent walkways. The University may request the repair or replacement of any damaged or faulty cables or equipment to ensure the safety of all personnel and guests. The University does not supply electrical cords to Client.

6.7. Prohibited Activities. The following activities are strictly prohibited:

- 6.7.1. Cigarette and cigar smoking anywhere inside the facilities of the University.
- 6.7.2. Smoke, fog or haze producing equipment of any kind.
- 6.7.3. Open flames of any kind.
- 6.7.4. Candles.
- 6.7.5. Food and beverage in non-designated areas.
- 6.7.6. Any materials nailed, taped, or tied to any ceilings, walls, floors, or furnishings inside or outside of the building.

ARTICLE VII – PARKING

7.1 Parking. The University shall make existing parking facilities available for the vehicular traffic and parking necessitated by Client's use of the Facility, on a non-exclusive basis. No parking is permitted in "no parking" areas, behind other cars, on grass or sidewalks, in loading/red zones, or in disability stalls without proper accreditation. The University reserves the right to charge for event parking at the rate of \$5.00 per car and \$10.00 per RV/Bus.

ARTICLE VIII - ENTERTAINMENT

8.1. Music. All music levels must conform to standard county and residential codes. Any outdoor music must end at 10:00 p.m.

ARTICLE IX – ADVERTISEMENT/INVITATIONS

9.1. Advertisement. Client must obtain advance approval from the University for all advertising and marketing materials that bear the University of Pacific's name. The names "University of Pacific," "Pacific," "UOP," and/or "Conference and Scheduling Services," or any names which could be construed to refer to the University shall not be used in any way without the expressed written approval of the University.

9.2. Invitations. A copy of the invitation and/or any announcement for the event must be approved by the University. The Client agrees to make all reasonable changes to the copy if any are requested by the University. Under no circumstances can any University telephone number be printed on invitations or announcements.

ARTICLE X - INDEPENDENT CONTRACTORS

10.1. Check-In. Facilities require that an event monitor or building manager be assigned to your event to ensure the safety and security of all participants. Prior to the event the Client would need to sign in with the Facility supervisor. Naturally, the same protocol would occur after the event. The times associated with sign in and out will be noted and will be checked against the reservation times to determine if additional charges are necessary.

10.2. Vendor Load-In and Load-Out. Arrangements regarding access to the University for deliveries, set-up, and removal of equipment must be reviewed in advance with the University personnel (University contact that is assigned to your event). It is the Client's sole responsibility to inform independent contractors of University rules, regulations, policies and procedures. The University must receive a list of all vendors with contact information no later than one week prior to event. The following guidelines explain the responsibilities of the Client and Client's independent contractor(s):

10.2.1. Costs. Client bears the responsibility for all costs associated with outside vendors (florists, entertainment, etc.).

10.2.2. Licenses and Proof of Insurance. All outside vendors used for the event must file copies of current business licenses, certificates of insurance, and proof of worker's compensation with the University.

10.2.3. Deliveries. Assigned set-up time will depend on event needs and is determined at the sole discretion of the University (see Section IV). Once the vendor has finished unloading or loading, the vendor's vehicle must be moved to the parking lot so that others may utilize the loading/unloading area. Vendors are not allowed to park personal vehicles in the loading/unloading area.

10.2.4. Load-Out. Arrangements must be made in advance with all vendors to return and pick-up rental items immediately following the event. The University is not responsible for any lost or stolen supplies, equipment, or other property that is left overnight. Vendors are responsible for clean-up and removal of all rented items.

10.2.5. Décor. University must approve all décor proposals.

10.2.6. Staging. All staging must occur on the loading/unloading area and not in hallways. For fire safety reasons, all hallways and doorways must be kept clear of tables and equipment at all times.

10.2.7. Dollies or Hand Trucks. Client must provide appropriate dollies or hand trucks for the setup and removal of supplies. The tile floors at the University are especially susceptible to damage, so we must strictly prohibit any sliding or dragging of equipment on its surface. All band risers and moveable items placed on the floor require rubber bearings. The University does not provide any staff to help unload or load equipment.

10.2.8. Trash Disposal. All vendor trash must be properly bagged and disposed of by

Client's vendors in the dumpsters located outside of the building.

10.2.9. Supplies and Equipment. The University does not provide any supplies or equipment unless otherwise listed on Attachment B of this Agreement. All other items are the responsibility of the Client and vendors. The University does not allow the use of certain areas and equipment including but not limited to the University's dishroom, walk-in cooler, walk-in freezer, ice machines, hot box, carts or trashcans.

10.2.10 Vehicle Access. No vehicles (including golf carts, truck, tractors or personal automobiles) will be allowed on walkways, fields, or non-paved areas.

ARTICLE XI: OTHER TERMS AND CONDITIONS

11.1 The University reserves the right to operate or contract for operation and receive the income from parking fees and concessions for the events covered by the agreement. Such concessions shall include, but are not limited to, the dispensing or sale of food, drinks, programs, souvenirs and novelties. Only those programs, souvenirs and novelties approved by the University shall be sold by the Client, and the Client shall pay to the University a rights fee of 10% from the gross receipts of such sales.

11.2 No event presented in University athletic facilities shall be broadcast, televised or in any manner recorded for reproduction without the written consent of the University of the Pacific, and then only upon the express condition that all expenses pertaining thereto will be paid in advance, including but not limited to labor for hook-up and line charges.

11.3 Client agrees, represents and warrants that nothing contained in the program, performance, exhibition, or in any other way connected with Client's activities under this license shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm, or corporation.

11.4 No signs or advertisements shall be placed in, on or about the University athletic facilities without the consent of the Athletic Department. It is understood and agreed that such consent shall cover only advertisements related to the event(s) described herein.

11.5 The University shall determine the number of persons that can safely be accommodated in any University athletic facility. The Client shall not admit to said facility a larger number of persons than the University has determined can safely be accommodated.

11.6 Client shall be solely responsible for the orderly conduct of all persons using the premises by its invitation during all times covered by this agreement. The University reserves the right to eject or cause to be ejected from the premises any person or persons acting in an unlawful or disorderly manner. The University shall determine the number of security officers necessary to maintain order at any event. Said security officers may be provided by the University at the sole cost of the Client.

11.7 The Athletic Department shall see that appropriate entrances and exits of said premises are locked and unlocked at such times as may be required for Client's use. The University and all duly authorized representatives of the University shall have the right to enter any University athletic facilities at all times during the period covered by this license.

11.8 The University shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or activity in any University athletic facility. The Client or any person in Client's employ shall not collect nor interfere with the collection or custody of such articles.

11.9 Flammable materials, including but not limited to bunting, tissue paper and crepe paper, will not be permitted to be used for decorations. All materials used for decorative purposes must be treated with flame proofing by the Fire Department.

11.10 Unless otherwise authorized by the Athletic Department, all plumbing, electrical and/or carpenter's work required to be performed on the premises in connection with the Client's use thereof, shall be done by the University or its approved representative. Client shall pay the University prevailing rates for this service.

11.11 The Client shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of any University athletic facility's utility, systems or portions thereof, nor, do or permit to be done, anything which may interfere with free access and passage thereof, or to the public area adjacent thereto, or to the street or sidewalks adjoining.

11.12 No assignment of this permit shall be made by the Client without prior written consent of the University.

11.13 In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the premises either prior to, during or subsequent to the use of the facility by the Client, the University and its officers, agents and employees shall act solely for the accommodation of the Client and neither the University nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

11.14 The Client shall remove from the University facility all property, goods and effects belonging to the Client or caused by him to be brought upon the premises. All property not removed from the premises within the time of use of facility hereinabove set forth shall become the property of the University. The University shall have the right to dispose of such property in such manner as it may deem advisable.

11.15 At the time of expiration of this contract, the Client shall quit the facility and return to the Athletic Department all University owned equipment and supplies. It is understood and agreed that the Client shall leave the premises and all equipment in as good condition and repair as before Client's use thereof, except for ordinary wear and tear.

11.16 Unless otherwise specified in writing, the University may schedule other similar events both before and after dates of this contract without notice to Client.

ARTICLE XII - BREAKDOWN AND CLEANUP


12.1 Breakdown and Cleanup. Arrangements regarding building/grounds access and removal of equipment must be reviewed in advance with your Pacific Athletics representative. A University representative will be assigned to oversee the breakdown and clean up of the event. The Client and vendors should follow the University representative's requests and leave all rented areas in the same condition as they were found.

12.2 Checkout. Before departing, all Clients are responsible for checking out with the University Representative and as mentioned in Article 10.1, may be required to complete an event checklist, which will be reviewed the following day by an Athletic Department representative. The Client will compensate the University for any damage to facilities and property of the University caused by Client, Client's guests or Client's vendors.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above.

By signing and returning this page to the Athletic Department at the University of the Pacific you are taking full responsibility and understanding all that is described in the above contract.

University of the Pacific
Signature: _____
Print Name: Wes Yourth
Title: Asst. Athletic Director
Date: _____
Phone: 209-946-7408
Fax: 209-946-7308

Signature: 
Print Name: Bruce E. Colby
Title: Assoc. Supt. Business Services
Date: _____
Event: _____
Client Phone: _____
Client Cell Phone: _____
Email: _____

**See accompanying Quote and Reservation Confirmation
to verify costs and rooms reserved for your event.**

Pacific Athletics
 University of the Pacific
 Stockton, CA 95211
 Phone: (209) 946-7408
 Fax: (209) 946-7308



Event Quote

Bill To: Davis High School	Event Date(s): 9/5/2015
	Quote Date: 5/20/2015

Facilities Requested

Field Hockey Turf	\$100
2 hours @ \$50 per hour	
Facility Subtotal	\$100

Facility Services

	# of games	Price per game	Total
Fees Subtotal			N/A

Facility	\$100.00
Facility Services	\$0
Total Fees	\$100.00