

Yosemite Community College District
(Modesto Junior College and Columbia College)
Application and Agreement for Use of District Facility

Room: _____

1. Contact Person: _____ 2. Today's Date: _____

3. Organization: _____

4. Address: _____

5. City: _____ 6. State: _____ 7. Zip: _____

8. Phone Number: _____ 9. Fax Number: _____ 10. Email: _____

11. Dates Requested: _____ 12. Hours: _____

13. Nature of Activity: _____ 14. Est. Attendees: _____

15. Equipment Requirements (media equipment, table, chairs, etc.): _____

16. General Type of Use: For Profit Non-Profit

If for-profit, explain: _____

17. An admission charge or collection will be made: Yes No

Yes, proceeds for: _____

18. Rental Fee: _____

- A. This application and agreement is hereby entered into between the Yosemite Community College District (District) and Applicant wherein District agrees to allow the Applicant to use its facility, and Applicant agrees to be legally bound by the terms and conditions as set forth herein.
- B. District assumes no liability or responsibility for any personal property of Applicant or of its employees, agents, representatives, guests or invitees brought into the facility, during the term of this application and agreement.
- C. Applicant agrees that in the event this permit is canceled by District, or due to Applicant's failure to meet agreement requirements, refunds of any fees paid will be at the sole discretion of the Executive Vice Chancellor.
- D. Any modifications to this application and agreement such as changes in the date or extension of time shall be made only with the written consent of the YCCD Chancellor's Office.
- E. Applicant agrees that it will make good and reimburse District for any expenditures which may be incurred as a result of Applicant's use of the facility.
- F. Applicant hereby agrees to hold harmless, indemnify, and defend District and its board, officers, agents, and employees from any loss, damage, liability, cost, or expense that may arise as a result of the Applicant's use of the facility or arising directly or indirectly out of this application and agreement, unless such loss, damage liability, cost or expense is due to the sole negligence of District, its board, officers, agents, or employees.
- G. Applicant shall, at applicant's sole cost and expense, provide for and maintain in full force and effect for the period of time Applicant is requesting to use said facility, a policy or policies of insurance covering Applicant's use of facility and furnish a certificate of insurance evidencing all coverage and endorsements required hereunder prior to the commencement of the use of the facility. Applicant agrees to secure and maintain comprehensive general liability policy or policies in the amount of **ONE MILLION DOLLARS (\$1,000,000) NAMING Yosemite Community College District, its board, officers, agents, and employees as additional insureds. Further, the certificate of insurance shall provide thirty (30) days notice of any reduction or cancellation of coverage. Applicant shall deliver the certificate of insurance along with a copy of the required endorsements at least fifteen (15) days in advance of the event, or applicant's request will be cancelled. Applicant agrees to secure and maintain workers' compensation insurance coverage for all of Applicant's employees using the facility during the term of this agreement.**

The undersigned as an authorized representative for Applicant, states that, to the best of his or her knowledge, the facility 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. Applicant certifies that he/she has read the rules, regulations, conditions, and terms of this application and agreement and agrees to abide by all applicable laws of the State of California and all other directives of District, which may be communicated to the Applicant. Any use contrary to or in violation of any law, rule, regulation, condition, or term of this application and agreement shall be grounds for immediate cancellation of the permit and removal of the applicant from the facility and shall bar such Applicant from further use of the facility.

Authorized Organization Signature/Date

Printed Name and Title

Authorized District Signature/Date

For office use:

Rec'd Certificate of Ins.

Rec'd Add'l Ins. Endorsement

Rec'd Fee

This form must be signed and returned to YCCD Executive Vice Chancellor, P.O. Box 4065, Modesto, CA 95352, along with necessary certificates of insurance and endorsements, before using the facilities or risk cancellation.

TERMS AND CONDITIONS (Per Board Policy 1000 Procedures)

- A. Applications under the Civic Center Act shall originate with established and responsible organizations in the District.
- B. All meetings under the Civic Center Act shall be open to the public.
- C. No use will be inconsistent with the purpose for which the facility was designed nor inconsistent with use of facilities for school purposes nor interfere with regular school work.
- D. No use shall be granted in such a manner as to constitute a monopoly for benefit of any person or organization.
- E. No usage or entertainment shall be permitted which reflects in any adverse way on any persons because of race, color, age, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, religion, sex, gender, or national origin.
- F. District/college premises shall not be used as political campaign headquarters.
- G. Facility use permits shall not be issued for a period exceeding one semester or quarter. Long-term facility use permits are not valid on holidays unless specified when the request is made.
- H. Applications for use shall be filed at least two weeks in advance of the proposed usage.
- I. Any facility or equipment usage is limited to that listed on the application and contract. Special requirements must be requested in writing at least two weeks prior.
- J. A District employee shall be fully in charge of any facility being used.
- K. No promotional or advertising materials shall be sold without prior approval.
- L. No goods or services may be sold on the college campus without prior approval.
- M. Concession operation approval must be obtained from the college.
- N. Organizations shall not use the name of the District or any of its Colleges, facilities, or equipment to sell a commercial product or to promote personal service to gain financial or material advantage.
- O. No group may use a College swimming pool unless an approved lifeguard(s) (holder of a Red Cross Life Saving Certificate) is on duty. Red Cross water safety regulations shall be observed.
- P. The user at all times during the use and occupancy of the premises shall thoroughly comply with all ordinances, laws, and regulations affecting the use and occupancy thereof, including all state and local fire, health, and safety laws, ordinances, and regulations.
- Q. Smoking is prohibited in all District facilities.
- R. Lighted candles and any devices having any form of open flame are prohibited; any material or device which constitutes a fire hazard is expressly prohibited.
- S. The possession and carrying of firearms and weapons of any kind on District/College premises shall be subject to Procedure 2530 – Weapons on Campus.
- T. No person while in or on District/College buildings or grounds shall possess, consume, give or deliver to any other person any alcoholic beverage, other intoxicants or narcotics. A person convicted of a violation of this section, in addition to the penalty imposed for the misdemeanor, shall be barred from further use of the facilities. (Business and Professional Code, Section 25608)

- U. No structures may be erected or assembled on District/college premises nor may any electrical, mechanical, or other equipment be brought thereon unless authorized.
- V. No activity shall be conducted which constitutes a violation of any federal, state, or local law.
- W. The District/College is not responsible for articles left on school property.
- X. Use of facilities for dances shall be restricted to events sponsored or approved by the colleges.
- Y. The District/College reserves the right to cancel facility use permits at any time without notice.
- Z. The District/College reserves the right to reject at any time an application for use of District/College facilities from any organization which proposes an activity which could cause potential damage or which the District/College determines would not be in the best interests of the District or the community.
- AA. No food or drink will be allowed in classrooms.
- AB. No person applying for (or authorized to use) District property shall be issued a key to District facilities