

PERMIT RULES AND REGULATIONS

General Conditions

It is understood that these permit rules and regulations are a part of the Facility Use Agreement between the District and the User.

The District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests or invitees brought on the premises during the term of this Agreement.

User agrees that in the event this permit is canceled by User or due to User's failure to meet agreement requirements, refunds will be at the discretion of the District.

Any change to this Permit shall be made in writing at least five working days prior to the date of event and is subject to District approval.

Use and occupancy of District property shall be primarily for public District purposes. Authorized use or occupancy of the property for other than public District purposes shall be secondary and subordinate to this primary purpose. Public use of District property shall not interfere with scheduled instructional programs or other activities of the District on behalf of students. (Board Policy 6700)

Permission to use facilities will be granted only for the current semester unless and until the needs for instructional purposes for the following semester have been previously determined. The District reserves the right to deny any facility use that it deems inappropriate use of the District campus.

The District may require to be furnished, reasonably in advance, with a complete program, with copies of all talks and addresses and scripts of any entertainment proposed to be given on District property. If such copy reasonably demonstrates that the program will be in violation of the law or of these rules or be deemed in appropriate use of the District campus, the proposed use shall not be permitted.

A District employee shall be on duty for each event that shall open and lock doors and ensure equipment is working. The District is not responsible for setting up User equipment unless prior arrangements have been made. District employees, including additional security, used by the User must be paid for by the User using the facility at the District established rate of pay. The District will bill for the amount due to services rendered and facility usage. Payments are to be made directly to the District.

Tennis court facilities will be limited to use for tennis only. The User shall comply with Title IX regulations.

Insurance Requirements

User agrees to maintain, in full force and effect, at User's expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or

higher: (i) Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

User agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, District's Board of Trustees, its officers, agents, and employees as Additional Insurance under its policy(ies). The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. **User shall deliver Certificate(s) of Insurance along with a copy of the Additional Insured Enforcement(s) which shall be subject to the District's approval for adequacy of protection at least 48 hours in advance of the facility use or the facility permit will automatically be canceled.**

Release, Indemnification and Hold Harmless

User agrees to indemnify, defend, and hold harmless District, its affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against all liability for any costs, damages, judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind arising out of the use of the Facility by User made or suffered by any person or entity, including, but not limited to, any person attending an User event, any person using the Facility at the direction of the User (including User employees, guests or third parties hired by User to perform any activity on or around the Facility), or the District. This duty to defend and indemnify includes, but not limited to, any liability for damages related to (1) death or bodily injury to any person while using, attending, or traveling to or from, the Facility for any User event regardless of the claimed cause of the death or injury; (2) injury to, loss or theft of property incurred during, or as the result of, the use of the Facility by the User regardless of the claimed cause of the loss; (3) any failure or alleged failure by the User or any attendee of an User event to comply with any provision of law applicable to the Facility, (4) any failure or alleged failure of the User to meet its obligations and responsibilities as set forth in this Agreement or (5) any other loss, damage or expense arising under either (1), (2), (3) or (4) above, sustained by the User, the District, or any person or entity entering the Facility to attend a User event conducted pursuant to this Agreement, except for liability resulting from the sole negligence of the District. User is solely responsible for ensuring the Facility is sufficient for the event(s) it conducts pursuant to this Agreement and shall indemnify and hold the District harmless for any claim or damage arising from

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any allegation that the Facilities are insufficient or non-compliant with any applicable regulation or law as the result of any event conducted by User pursuant to this Agreement. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability. **User shall submit a completed Save Harmless Agreement and Covenant Not to Sue at least 48 hours in advance of the facility use or the facility permit will automatically be canceled.**

Conduct

When a request for use of District facilities is made by any organization, the responsible person will be required to see to it that the rules and regulations of the Board of Trustees and other applicable laws are adhered to. In the event of failure of the applicant to adhere to these rules and regulations, future request for use of District may be denied.

No alcoholic beverages, intoxicants, controlled substances or tobacco in any form shall be brought onto the property of the District. Persons under the influence of alcohol, intoxicants, or controlled substances shall be denied participation in any activity. (Board Policy 6700)

Equipment Usage

District-owned equipment, materials or supplies of any nature that are not a part of the approved permit are off limits to Users.

All additional property and/or equipment not owned by the District, but provided or rented by User must meet applicable city, county, state and federal safety requirements.

User shall not be permitted to remove or displace furniture or apparatus (including but not limited to lights, curtains, ceiling pieces, etc.) except with permission and under the supervision of District representatives in charge.

Facility Capacity & Fire Regulations

At no time shall there be more persons admitted to any room or facility than the legal seating capacity will accommodate.

Flammable decorations, including stage scenery, shall be fire resistant or flame proofed in accordance with the requirements of the State Health & Safety Code. No device which produces flames, sparks, smoke or explosions shall be used in any District facility. The use of any material or device which constitutes a fire hazard is expressly prohibited. Fireworks are strictly prohibited.

Safety

All decorative materials, including but not limited to draperies, hangings, curtains, and drops shall be made or treated with flame-retardant processes approved by the State Fire Marshall.

The User at all times during the use and occupancy of the premises shall thoroughly comply with all ordinances, laws and regulations. Any use contrary to or in violation of any law, rule

or regulation shall be grounds for cancellation of the permit and removal of the User from the District property and shall bar such User from further use thereof.

If at any time the District deems that the User's use of the facility is unsafe, disruptive or not in the best interest of the public, the Vice President, Facilities, or designee, reserves the right to shut down the event immediately and enforce all cancellation rights.

The District may require security personnel as a condition of use whenever it is deemed to be in the District's best interests.

Injuries to event participants shall be reported to the District's Campus Safety.

Supervision

User will be responsible for providing adult supervision and will be responsible for properly caring for such facilities and leaving them in good condition. (Board Policy 6700)

A District employee shall be on duty for each event who shall open and lock doors and ensure equipment is working. The District is not responsible for setting up User equipment unless prior arrangements have been made. District employees, including additional security, used by the User must be paid for by the organization using the facility at the District established rate of pay. The District will bill for the amount due for services rendered and facility usage. Payments are to be made directly to the District.

Posting of Literature, Signs or Banners

All advertising materials and information relating to the event shall be approved by the District prior to dissemination. This includes all printed matter and broadcast media, including internet services. Banners to be displayed on campus shall be approved by the District prior to posting.

Structures or signage may not be erected or assembled on District premises, nor may electrical, mechanical or other equipment be brought thereon unless special approval has been obtained from the office issuing the permit.

The User is responsible for removing any advertisement or handout material at the end of the event.

No existing signage shall be covered or defaced in any way.

Hours of Access

User shall not arrive before the time authorized and will leave no later than the permit expiratory time. An additional fee may be assessed for overtime.

Prohibitions

Aircraft-related activities are prohibited. This includes manned or unmanned, power or non-powered aircraft of any type

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including helicopters, ultra-lights, hang gliders, hot air balloons, parachuting, etc.

No structures, electrical modifications, or mechanical apparatus may be erected or installed on District property without specific written approval by the Vice President, Facilities or designee. (Board Policy 6700)

The District, in accordance with State law, bans smoking/tobacco usage within all campus buildings and in any outdoor area except in designated smoking areas. This policy includes all college-leased and college-occupied buildings. In addition, smoking/tobacco usage shall be prohibited at events held on campus initiated by internal District users or external agencies as defined by the Civic Center Act. Further, smoking/tobacco usage is banned in the swimming pool area and in the Cougar Stadium.

Smoking shall be allowed in a designated area near Cougar Stadium. In addition, smoking is allowed in perimeter parking lots away from the central campus. (Board Policy 3900).

No weapons concealed or otherwise shall be allowed on District premises by User.

Parking and Security

Events determined by the District to be too large to be managed by District's normally-scheduled staff will require that User arrange for and be responsible for the payment of: (a) an approved, bonded, licensed and insured event parking services and/or (b) approved, bonded, licensed and insured uniformed security guard services and/or (c) off-duty law enforcement personnel. Such determination will be at the District's sole discretion. It shall be the sole responsibility of the User to make the required parking and security arrangements and payments directly to the parking and/or security provider. Written proof of District-required event parking service and/or security must be provided to the District at least two weeks prior to the event. Failure to provide required parking and/or security will lead to cancellation of this Agreement.

All motor vehicles must be parked in designated parking spaces only and shall abide by any and all posted and/or painted restrictions. Violators will be cited and/or towed at owner's expense.

Parking is limited to the areas specifically assigned by the District for use before, during and after the event. Parking fee charges may be applied to any event at the discretion of the District. The District will establish time limits on the use of parking areas as appropriate to the event.

Depending on the date and time of the Event, the District may require event attendees to purchase a daily parking permit from the parking permit machines on campus. The User is responsible for informing event attendees that they are to use the assigned parking areas only or purchase a daily parking permit.

Food Concession

The District has first right of refusal to provide concessions for all stadium events. All other concessions and food services on the district campus must be approved by the District.

Food or refreshments are not permitted in auditoriums, theaters, lectures halls or classrooms.

Loss or Damage of District Property

Prior to and immediately following the event, a District representative and a User representative will conduct a visual inspection of the area(s) used to determine existing conditions and to note any damage, unusual "wear and tear" or situations requiring extra labor on the part of the District work force directly attributable to the User. If the facility is found damaged, abused or dirty after use, the User agrees to be financially responsible. An additional charge for cleaning and/or repair will be billed to User for repair or cleaning. It is the responsibility of the User to contact District personnel assigned to make arrangements for the inspection.

District property must be protected from damage and mistreatment and ordinary precaution of cleanliness maintained. User shall be responsible for returning any furniture or equipment which has been moved from its proper place.

Any persons applying for use of District property on behalf of any group shall be a member of the group and, unless he/she is an officer of the group, must present written authorization to represent the group. Each person signing an application shall, as a condition of use, agree to be held financially responsible in the case of loss or damage to District property. (Board Policy 6700)

Future facility requests may be denied on grounds including, but not limited to, abuse or misuse of District property and failure to pay promptly for any damage to District property. (Board Policy 6700)

Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting or other damaging of District facilities is strictly prohibited and may subject User to a fine, repair charges and/or termination of use or occupancy of District property.

In the event of damage to District property or equipment, the User shall notify the District representatives as soon as possible.

Documents Required Before Event

1. Approved Permit Duly Signed by District Representative
2. Signed Hold Harmless & Covenant Not to Sue (48 hours prior to event)
3. Insurance Certificate (48 hours prior to event)