

CALIFORNIA STATE UNIVERSITY, STANISLAUS

**FACILITY SCHEDULING PROCEDURES
and GUIDELINES**

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FACILITY SCHEDULING PROCEDURES GUIDELINES

INTRODUCTION

As set forth in the California State University, Stanislaus Policy On Scheduling University Facilities for Purposes Other Than Scheduled University Credit Instruction (Facility Scheduling Policy), the facilities of the University are available for use that relates to and enhances the life of the institution, its activities, and the purposes for which it was established. All use of university facilities and space is under the authority of the University President or his designee.

DEFINITIONS

Academic Scheduling Coordinator: Individual in the Office of the Associate Vice President for Enrollment Management who authorizes and schedules the use of university facilities for scheduled university credit instruction.

Auxiliary Organizations: Any non-profit entity which (1) has agreed to comply with applicable requirements of the CSU Board of Trustees and campus; (2) is included in the list of officially recognized auxiliary organization in good standing maintained by the Chancellor; and (3) maintains the status of an auxiliary organization in good standing.

Campus Organizations: University budget units, recognized student organizations, campus committees, official support and auxiliary organizations, and official employee organizations and groups.

Chartered Student Organizations: Student organizations registered with the Student Life Development (SLD) Office, including clubs, club sports, fraternities, sororities, honor societies, coordinating councils, academic associations, and student associations. Student organization names appear on the roster of active, student organizations published and maintained by the SLD Office.

Co-Sponsored Event: An event sponsored by a campus organization in conjunction with an non-university group. Co-sponsorship is appropriate when there is a clear connection with, or contribution to, the University. The educational mission of the co-sponsoring campus organization must be enhanced by the co-sponsored event. The co-sponsoring campus organization assumes financial responsibility for the event.

Event: any activity other than a scheduled university-credit class offering.

Facility Rental Agreement: The facility lease agreement that contains all terms and conditions for the use of a university facility for a non-university event. The agreement must include facility use fee payment requirements, must be signed by the non-university user responsible for the event, and must be authorized by the appropriate campus parties.

Master Calendar: A web-based calendar generated by the all-campus scheduling software (Resource 25) that is used to record scheduled events and university facility use.

Resource 25 (R25): the all-campus facility scheduling software use to record facility reservations, including scheduled credit course, university events, and non-university events.

Reservation Coordinator: Individual in the University Reservations Office who assists campus organizations and non-university users in making arrangements to use campus facilities for events.

Non-University Users: Non-University Users include the following:

- Any person or group not affiliated with the University as a student, faculty, or staff.
- Student organizations not recognized by Student Life and Development.
- University employees using university facilities for personal events.
- Non-profit, charitable organizations.
- Governmental agencies.
- Education or character-building organizations.

Use of campus facilities by non-university persons or groups for commercial purposes or for political rallies or political fundraising is prohibited.

FACILITY RESERVATION PROCESS

I. The Role of the University Reservations Office

- A. The University Reservations Office shall have the primary responsibility of serving as the first-stop office to facilitate inquiries on the use of campus facilities.
- B. The University Reservations Office shall coordinate the scheduling and use of campus facilities and space.
- C. The University Reservations Office shall administer the Facility Scheduling Policy to ensure that the policy is followed in the use of campus facilities.
- D. The University Reservations Office shall routinely report to the Vice President for Business and Finance for review of delegated authority.

II. University Facility Reservation Priorities

- A. All university facilities must be reserved in R25 either by Academic Scheduling Coordinator (scheduled credit courses) or the University Reservation Office (all other activities and events).
- B. Priorities for use of university facilities shall be as stipulated in the Facility Scheduling Policy (Section V).
- C. A moratorium on the scheduling of events during specific times of the year may be imposed in response to the academic and resource needs of the University. Under the terms of this moratorium, all scheduling of special events and activities held in

university facilities (including those facilities which have been delegated or assigned to University colleges, departments, and auxiliary organizations) including athletic events, are not allowed unless approved as an exemption.

III. University Facility Reservation Procedures

- A. Reservation Request: Campus organizations, non-university users, and a campus organization co-sponsoring an event with a non-university user, must reserve the university facility through the University Reservations Office.
1. Campus organizations submit a reservation request through the Master Calendar “My Request” function.
 2. Non-university users submit a reservation request via e-mail, telephone, or fax.
- B. Campus Organization Reservations:
1. All campus organization reservation requests must include a university account code to verify that the requestor is a university entity. Account numbers will only be charged if special services are provided by campus service units (e.g., facility set-up, media equipment, Public Safety).
 2. Reservation requests should include the event title, headcount, space preferred, and contact information. Properly completed requests will be processed first. Improperly completed requests may be delayed.
 3. The Reservation Coordinator for campus organizations does not provide event planning services. The event is calendared and courtesy notifications are sent to campus service units (e.g., Facilities, Public Safety, Risk Management).
 4. The reservation requestor receives a summary of the event and is responsible for arranging any required services by contacting the appropriate campus service unit. The service unit is responsible for contacting the University Reservations Office with any special concerns and for notification of any problems with the event.
 5. The University Reservations Office will require compliance with the University Alcohol Policy prior to confirming any event reservation that includes the service or sale of alcohol.
- C. Non-University Reservations (Rentals):
1. Requests from non-university users are received by the Reservation Coordinator responsible for non-university events and activities.
 2. Non-University user reservation requests are given a “tentative” status on the Master Calendar until approval for the event has been obtained from the appropriate campus departments.
 3. Prior to e-mailing the event information to campus service units for authorization, the Reservation Coordinator will obtain approval of the proposed event from the

department responsible for supervising any campus special-use space (e.g., Snider Music Recital Hall approved by the music department).

4. The Reservation Coordinator will e-mail the tentative event information to appropriate campus units (e.g., Public Safety/University Police, Safety and Risk Management, and Facilities Services) for authorization of the proposed event.
5. If any campus service unit determines that a proposed event is not an appropriate use, or it poses inordinate risks for the University, or it would be an unacceptable disruption to normal operations for the University, a prompt notice detailing the concerns will be sent to the University Reservations Office. The Reservation Coordinator will inform the event requestor of the concerns, and an effort will be made to resolve them. If resolution of the concerns cannot be reached, the Reservation Coordinator will inform the event requestor that the reservation request is denied. If appealed, the Vice President of Business and Finance will make the final determination.
6. For events where the advance approval of the State Fire Marshall is required a detailed, written plan must be provided to Public Safety/University Police and Facilities Services at least three weeks in advance, and preferably earlier.
7. Upon receipt of authorization from the appropriate campus service units, the University Reservations Office is authorized to proceed with completing the reservation agreement process.
8. The University Reservations Office will prepare the final Facility Rental Agreement (Exhibit C) and secure the necessary signatures.
9. The University Reservations Office will secure payment and deposit it with the University Cashier, obtain the appropriate insurance documentation, and update the Master Calendar to show a “confirmed” reservation.
10. The University, under limited conditions, will consider commercial sponsors for events. Any event wishing to use a commercial sponsor must check with the University Reservations Office who will assist in determining if the sponsorship conflicts with University Policy or agreements. The appropriate University Vice President must approve sponsorship of any event on campus where the sponsor’s name will be used publicly with the event. Signage that is primarily marketing for the sponsor(s) may not be posted in a manner that is visible outside the event venue.
11. The University Reservations Office will administer the University Alcohol Policy in confirming any event reservation that includes the service or sale of alcohol.

IV. Facility Use Fees and Charges

- A. The University Facility Scheduling Policy (Section VII) stipulates the procedure for establishing the Facility Use Fees for non-university events. Facility Use Fees must be consistent with the principle of full recovery of university costs for non-university uses.
- B. The University Reservations Office will determine the total Facility Use Fees for the event based upon the approved Schedule of Facility Use Fees.
- C. Based upon the needs of each event, service fees may be required. It is the responsibility of the university service providers to inform the University Reservations Office of the costs that should be charged for the event. These costs may include, but are not limited to
- Set up
 - Facilities support (including custodial service and consumables)
 - Technical support (electrical, data, and telephone connections, etc.)
 - Police/Security
 - Parking Control
 - Event Monitor
 - Media Equipment (e.g. projectors, microphones, etc.)
 - Utility fees (direct costs in addition to incremental costs when clearly related to use).
- D. A security deposit will be required to confirm a reservation for a non-university event. The security deposit amount is determined by the Reservation Coordinator at the time of the reservation based upon the facility reserved and the proposed use. The security deposit will be collected upon execution of the Facility Rental Agreement and will be deposited in the University Reservations Office deposit account. Should authorization of the reservation be denied, the security deposit will be refunded. If the event is approved, the security deposit will be held until the event occurs. After the event occurs, the security deposit will be refunded if there are no extra charges for the event (charges not included in the original event estimate). If there are extra charges, they will be deducted from the security deposit and the balance will be refunded. The security deposit is *not* refunded if the event is cancelled by the event requestor.
- E. All estimated fees, charges, and a security deposit for a non-university event are collected prior to the scheduled date of the event, according to the payment schedule in the Facility Rental Agreement. If agreed upon amounts are not paid as stipulated in the Facility Rental Agreement, the reserved facility may be released for other use and the security deposit retained by the University Reservations Office.
- F. All collected amounts shall be deposited into University Reservations Office trust account that is designated to receive such funds. The amounts collected for the incremental maintenance, upkeep, and repair costs of the facility associated with the rental use will be disbursed to the appropriate service provider after the date of the event, according to University accounting practices. The remaining event fees after

distribution may be used as deemed appropriate by the Vice President for Business and Finance for the general obligations of the University Reservations Office.

G. Facility Use Fee Waivers:

1. Requests for facility use fee and service fee waivers must be submitted in writing on the Facility Use Fee Waiver/Reduction Form (Exhibit B) to the Vice President, Business and Finance as per the Facility Scheduling Policy (Section VII-G).
2. Direct Service charges (e.g., custodial service costs, media equipment fees, event monitors, etc.) will be applicable in all instances.

V. Cancellation of a Facility Reservation

- A. Cancellation of a facility reservation must be communicated in writing (e-mail, fax, or letter) and be received by the University Reservations Office prior to the established cancellation deadline.
- B. Security deposits (non-university reservations) are non-refundable upon cancellation.
- C. Facility Use Fees and Services Fees collected prior to a non-university event are non-refundable if the event is cancelled less than thirty (30) days prior to the scheduled date of the event. Additionally, the user will be charged for actual expenses incurred by the university to support the activity if reservations are not cancelled by the established deadline.
- D. If a University event is cancelled by the sponsoring campus organization, there may be some financial responsibility for labor and/or other direct costs accrued in preparation for the event.
- E. If an event is cancelled, the University Reservations Office is responsible for updating the Master Calendar.
- F. Facility Use Fee Waivers:
 1. Requests for facility use fee and service fee waivers must be submitted in writing on the Facility Use Fee Waiver/Reduction Form (Exhibit B) to the Vice President, Business and Finance as per the Facility Scheduling Policy (Section VII-A).
 2. Direct Service charges (e.g., custodial service costs, media equipment fees, event monitors, etc.) will be applicable in all instances.

VI. Insurance Requirements

- A. Insurance with the following limits is required for all non-university events:

General Liability	\$1,000,000 per occurrence
General Aggregate	\$2,000,000
Workers' Compensation	As required under California State Law
Employer Liability	\$1,000,000
Business Automobile Liability:	\$1,000,000 per occurrence

(for Owned, Scheduled, Non-Owned, or Hired Automobiles)

- B. When required by the University Risk Manager, event insurance shall be required for university events with the limits stated above.
- C. In special situations, the University Risk Manager, after a comprehensive risk identification and evaluation, may amend the standard insurance requirements described above to either higher or lower limits.
- D. Users shall furnish to the University a Certificate of Insurance with an underwriter's additional insured endorsement that provides proof that the insurance is maintained at the required limits. To be acceptable, the insurer's rating must be AB Best A-VII or equivalent and verified utilizing AM Best's on-line rating verification system. The University may in rare instances accept insurance provided by insurers with AM Best ratings lower than A-VII or equivalent. Approval of such acceptance must be made by the University Risk Manager.

All Certificates of Insurance (COI) must state the following:

1. That the insurer will not cancel, modify, or change the insured's coverage without thirty (30) days prior notice to the University.
 2. That the State of California, the Trustees of the California State University, California State University, Stanislaus and the employees, officers, volunteers, and agents of each of them, are included as additional insureds, except for employer liability and worker's compensation insurance. Such insurance shall also include as additionally insureds the appropriate auxiliary when their facilities are utilized.
- E. In the event that the user is a self-insured public entity, the signature of an authorized corporate officer, stating that the user has the necessary financial resources to guarantee payment when the law imposes such liability, may be accepted in lieu of a Certificate of Insurance. Such a statement is subject to approval by the University Risk Manager or other authorized university representative.
 - F. The University Reservations Office can obtain Event Insurance upon request for a specific event, subject to the written confirmation by the reservation requestor to reimburse all insurance and certificate costs.

VII. University Reservation Responsibilities

- A. The Vice President, Business and Finance shall:
 1. Approve annually a schedule of Facility Use Fees and other charges for use of university facilities. The schedule of fees shall include reimbursement of the indirect costs applicable to the facilities.
 2. Approve or deny requests for reduction or waiver of Facility Use Fees and service charges.

3. Upon request from the Reservation Coordinators, review proposed uses of facilities for conformance to the Facility Use Policy.
 4. Assist in the resolution of conflicts that cannot be settled by the University Reservations Office staff. If no informal resolution is possible, be the final decision maker.
- B. The University Reservation Coordinator(s) shall:
1. Hold a current Delegation of Authority from the University President.
 2. Respond to requests for facility reservations from campus organizations and non-university users.
 3. Verify the availability and suitability of the facility and the use request, and obtain approval from any departments supervising specific facility use.
 4. Obtain service cost estimates (e.g., labor, services, utilities) from appropriate University units and communicate the estimated costs to the prospective user.
 5. Explain insurance requirements to prospective users.
 6. Prepare the Facility Rental Agreement for non-university events, secure signatures on the Facility Rental Agreement, monitor completion of the agreement process including collection and deposit of security deposits and use fees, and assist in event planning as required.
 7. Maintain current and accurate event data in the Master Calendar.
 8. Notify the appropriate university service units of the event details.
 9. Ensure that proper clearances are obtained for alcohol requests, posting, solicitation, amplification, and special event signs or barriers.
 10. Offer for sale event liability insurance, issue Certificates of Insurance, collect payment, and deposit payment into the appropriate account.
 11. Be present at the events that require the presence of the Reservation Coordinator.
 12. After the event occurs, prepare the final invoice and communications for the user, and inform University Financial Services regarding the disbursement of facility and services fees and payment of vendors.
 13. Maintain the Facility Rental Agreement files.
 14. Conduct periodic customer satisfaction surveys and make recommendations to improve the Facilities Scheduling Procedures.
 15. Periodically call for and publish revisions to Facilities Use Procedures.

C. The Department of Public Safety/University Police shall:

1. Review notifications of all events and perform a risk assessment of events. Such assessment is to identify security resources required to mitigate the risks associated with the event.
2. Provide cost estimates for special Public Safety/University Police services
3. Determine if the parameters of proposed events exceed the University's authority to approve the event for compliance with the State and Federal Fire, Health, and Safety Codes. Where the parameters of an event exceed University authority, they will seek the advance approval of the appropriate outside agency.
4. Require written plans from the organizers for those events determined to hold inherent concerns or where documentation is desirable.
5. Provide oversight of all special events held on campus and take intervention measures as appropriate to provide protection for participants and attendees as well as appropriate measures for the security of university property.
6. Review and approve all events that will include the service and/or sale of alcoholic beverages.
7. Advise and assist groups with special event parking needs, in order to minimize the disruption of university operations. Approve the use of specific parking arrangements when requested by a potential user.
8. Provide signs and barricades for events as requested if signs and barricades are available.

D. Risk Management shall:

1. Provide advice and guidance to the University Reservations Office concerning the application of insurance requirements.
2. Determine if event insurance is required for a university event or activity, based upon the specifics of the proposed event.
3. When appropriate, and upon completion of a documented risk identification and evaluation, may amend standard insurance requirements described herein to use either higher or lower limits or may authorize acceptance of insurance provided by an insurer with an AM Best rating lower than A-VII or equivalent.

E. The Department of Facilities Services shall:

1. Determine if use of specific campus areas is appropriate for the requested event.
2. Review event plans to ensure that university facilities are used in a manner consistent with university standards and to prevent damage and unnecessary wear and tear.

3. Provide cost estimates prior to an event, and reimbursement invoices after an event, when special services are requested for the event (e.g., custodial services, set-up, use of equipment, personnel, event cleanup, utilities, and repairs).
 4. Provide personnel as required by the event.
 5. Provide damage reports and repair costs for any damage and/or other event related costs.
- F. Media Resources shall:
1. Provide specialized media equipment and support services for events occurring on campus as requested or required, if equipment is available.
 2. Establish media equipment use fees for all uses other than scheduled University credit instruction.
- G. The Stockton Center at University Park shall:
1. Provide a Reservation Coordinator for scheduling the interiors of Acacia Court and Weber Square (portion as per sub-lease with Grupe Commercial Company).
 2. Develop and revise, as needed, a Facility Request Form appropriate for the Stockton Facilities.
 3. Confirm the use of Stockton Center facilities with the University Facility Lease Administrator and/or Grupe Commercial Company as to conformance with the existing lease agreement.
 4. Manage the receipt of fees and deposits as stipulated by University Financial Services.

Exhibit A

CALIFORNIA STATE UNIVERSITY, STANISLAUS POLICY ON SCHEDULING UNIVERSITY FACILITIES FOR PURPOSES OTHER THAN SCHEDULED UNIVERSITY CREDIT INSTRUCTION

I. Purpose

- A. To establish general guidelines for use and scheduling of university facilities, and
- B. To ensure the safe use of university facilities, and
- C. To provide a mechanism to resolve conflicts and to advise the campus president.

II. Scope

- A. This policy applies to the use of university facilities for events and activities other than scheduled university credit instruction.
- B. For purposes of this policy, "university facility" shall include all spaces under the jurisdiction of the university, including buildings owned and/or operated by auxiliaries and self-support units, whether on the campus itself or at other locations.

III. Use of the University Name

The right to use university facilities does not confer the right to use the University name, logo, or branding, or to imply university sponsorship or endorsement of an event. All agreements for use of university facilities shall include terms to ensure that the university name is protected. University Communications has the right to approve all use of the University name, logo, or branding in brochures and publications or similar printed materials.

IV. Compatibility with the Mission of the University

- A. The University President, or the President's designee, has the authority to decide whether a proposed use of university facilities is in accordance with the mission of the University or whether it is appropriate.
- B. Any request by a non-university group to lease space for an instructional program must be approved by the office of the Provost, to assure that the program is not in competition with instruction offered by the University, either through the regular instructional programs or through University Extended Education.

V. Priority for the Use of University Facilities

Priority for the use of university facilities is as follows:

- A. Scheduled university credit instruction and instructionally-related uses,
- B. Events and activities sponsored by, and under the management of, administrative units of the University as an implementation of the institutional mission,
- C. Chartered Student Organizations,
- D. Non-University users.

VI. University Reservations Office

- A. The President shall designate the University Reservations Office to have responsibility for coordinating all facility scheduling other than for scheduled University credit instruction.
- B. The University Reservations Office, the Department of Public Safety/University Police, and Facilities Services Department all have the right of approval of proposed events (both university and non-university) prior to the reservation confirmation. The Student Activities Office must also approve all Student Club activities.

VII. Facility Use Fees and Charges

- A. There will be no facility use fee or overhead charge for:

1. Scheduled university credit instruction and instructionally-related uses
 2. Events and activities sponsored by, and under the management of, administrative units of the University as a routine implementation of the institutional mission.
 3. Chartered Student Organizations.
- B. There will be no facility use fee or overhead charge for University events that are non-credit-course events, but these events are subject to fees for services provided (e.g. media, room setup, custodial, and public safety).
 - C. All non-university events will be charged a facility use fee that includes a reimbursement for standard services, as well as total reimbursement of additional service charges. Facility Use Fees will be approved each year by the Vice President, Business & Finance.
 - D. Security/Reservation deposits will be required and collected by the University Reservations Office for all non-university events and activities. The Facility Use Procedural Guidelines shall address the use and refund of reservation deposits.
 - E. An authorized University account number will be required for facility reservations for all University events and activities.
 - F. The prepayment of all use fees and deposits will be required for all facility reservations for non-university events and activities.
 - G. Under circumstances where it is demonstrably in the best interests of the University, the Vice President for Business and Finance or designee may reasonably reduce or waive the facility use fee charged to the users of certain facilities. Application for the reduction or waiver of a facility use fee must be submitted in writing as outlined in the Facility Use Procedural Guidelines. Individual departments will not negotiate co-sponsored facility use fees.
 - H. An authorized University account number will be required for facility reservations for all University events and activities to verify that the requestor is a university entity. Account numbers will only be charged if special services are provided by campus service units.

VIII. Insurance

The University has the authority to refuse use of university facilities for events that would pose an unacceptable level of risk to people or property. The use of university facilities requires public liability and property damage insurance in the appropriate amount for the event as determined by the University Risk Manager against any liability to the public, incidental to the use of or resulting from, any accident occurring in or about said premises.

IX. Parking

Vehicles parked on campus are required to display a CSU Stanislaus parking decal, daily permit, or visitor permit that is issued by the Department of Public Safety/University Police.

X. Catering Services

- A. Campus Dining is the University caterer, and has exclusive rights to provide food and beverage service at all campus facilities and outdoor areas (except Teague Park and Stockton Center at University Park).
- B. Alcoholic beverages (beer and wine only, no hard liquor allowed on campus) may be served in designated areas only with appropriate University approval and authorization. All Federal, State, and local restrictions governing the sale and/or serving of alcohol shall be strictly enforced.

XII. Facility Use Rules

All campus facilities shall be used in accordance with federal, state, and local laws, and shall not be used for the purpose of organizing or carrying out unlawful activities.

Exhibit B**FACILITY USE FEE WAIVER/REDUCTION REQUEST**

Date Submitted _____ Date of Event _____

University Sponsor: Department _____

Event Planner _____ Account Number _____

Name of Group/Event Being Sponsored _____

Expected Attendance Number: University _____ Other _____

Administrative Policy On Use Of University Facilities: Under circumstances where it is demonstrably in the best interests of the University, the Vice President, Business and Finance (or designee) may reasonably reduce or waive the facility use fee charged to the users of certain facilities. Application for the reduction or waiver of a facility use fee must be in submitted writing. Individual departments will not negotiate co-sponsored facility use fees.

University Sponsor Justification for Use Fee Waiver/Reduction:

 Fee Waiver/Reduction Denied: _____

Fee Waiver/Reduction Approved:

Indirect costs to be paid in the amount of \$ _____

Direct costs to be paid in the amount of \$ _____

Media Charges Apply Weekend/Evening Custodial Charges Apply

By: _____ Date: _____

 Mary Stephens, Vice President
 Business and Finance

Exhibit C



CSU STANISLAUS FACILITY RENTAL AGREEMENT

I. PARTIES: The California State University Trustees, through the President of California State University, Stanislaus (“CSU Stanislaus”), hereby rents to _____ (Renter) as follows:

II. EVENT TITLE: _____

III. EVENT DESCRIPTION: Facility, Services, Estimated Fees

Facility/Service/Package	Information	Fee	Deposit
Total Event Fees/Deposit			

Renter understands that the above fees are estimated and may change if event details or campus costs change.

IV. TERMS AND CONDITIONS:

A. Event Date(s): _____

B. Facility Use: _____

C. Deposit:

1. The reservation/damage deposit as detailed in Section III is due at the time the rental agreement is signed to secure the reservation.
2. The deposit is non-refundable if the event is cancelled by Renter. There are no refunds in the event of inclement weather (e.g., rain, wind, fog). The event may be rescheduled to another available date and time.
3. Deposit will be used to pay any fee overages or damages after the event; otherwise it will be refunded to the Renter by mail within sixty (60) days of the event date.

D. Event Fees:

1. The Event Fees as detailed in Section III are to be paid in full prior to the date of the event. It is Renter’s responsibility to make payments as indicated below. No payment-due notification will be sent to Renter. Non-payment of fees may result in cancellation of the event. Payments may be made at any time, as long as deadlines and minimum amounts required are met.

Payment	Amount	Due Date
Deposit		
Installment		
Installment		
Total Event Fees/Deposit		

2. Payment to be made by check payable to CSU Stanislaus (hand deliver or mail) or credit card (in person or by phone) to:

California State University Stanislaus
University Reservations, MSR 290
801 W. Monte Vista Avenue
Turlock, CA 95382
(209) 667-3913
E-Mail: lcole@csustan.edu

E. Event Changes or Cancellation:

1. All cancellations must be in writing to the e-mail address listed on this contract (Section D.2) or delivered to the CSU Stanislaus University Reservations Office. The date the cancellation request is received by the University Reservations Office will be used to determine fee refunds.
2. Any event cancelled less than sixty (60) days prior to the event date forfeits all fees due/paid at that time in accordance with the fee-schedule due dates shown in Section D. Any fees paid in advance of the fee-schedule due date will be refunded.
3. Any event cancelled less than thirty (30) days prior to the event date will forfeit all fees paid.
4. Cancellations for any event equipment (e.g., chair rentals, linen rentals, etc.) must be received writing to the e-mail address listed on this contract (Section D.2) no later than 12 noon, two (2) business days prior to the scheduled event or Renter will be responsible for all equipment rental fees.
5. Facilities and/or services added to the event after the agreement is fully signed shall be confirmed in writing and shall be an addendum to this agreement signed by both parties.

F. Food, Beverage, and Alcohol Service:

1. This rental will include food service : _____ Yes _____ No
2. This rental will include alcohol service: _____ Yes _____ No If yes, Renter must abide by the CSU Stanislaus Alcohol Policy (attached as Addendum A) which allows only beer, wine, and champagne to be served on campus. Restrictions apply (see Addendum A).
3. All food, beverage, and alcohol service must be contracted through CSU Stanislaus Campus Dining Services, with the exception of events at Teague Park.
4. Food and beverage contracts are separate from this agreement.

G. Custodial Services:

1. Custodial fees are charged hourly or on a flat-rate basis, depending on the details of the scheduled event.
2. Any event that has excessive clean-up (clean-up that is beyond the normally expected service) will have additional custodial fees deducted from the rental deposit.

V. GENERAL TERMS: This agreement, made and entered into pursuant to Education Code Section 8904 by and between the Trustees of the California State University, hereinafter called the "Trustees" through the President of California State University, Stanislaus, hereinafter called "CSU Stanislaus", and the undersigned Renter agree to the following:

- A.** The President of CSU Stanislaus finds that the property herein identified of "CSU Stanislaus" is not needed for university purposes at the time specified herein.
- B.** The "Trustees", for and in consideration of the agreements of the Renter herein expressed, hereby rent to the Renter, and the Renter rents from the "Trustees", the property of "CSU Stanislaus" described herein for the terms specified.
- C.** Renter will use the said property only for the purpose specified herein. Renter understands that the University is a public campus and that Renter cannot expect the site to be completely off-limits to community members. "CSU Stanislaus" cannot guarantee Renter exclusive access, but will attempt to control public access.
- D.** Renter shall reimburse Trustees for expenditures incurred by Trustees as a result of activities of Renter under the terms of this agreement. This reimbursement shall include but not be limited to utility costs, custodial services, maintenance cost, and supplies. Said reimbursement shall be a component of the rental and deposit amounts specified herein.
- E.** "CSU Stanislaus" property shall not be altered or changed in any manner or respect without the written consent of the campus President, and changes that may be authorized shall be made under the direction of the President and at the expense of Renter. Permanent alterations shall have prior approval of Trustees.
- F.** Renter may not place or attach any fixtures, signs, decorations, or equipment, in or about, or upon CSU Stanislaus property except as described and agreed to herein. Any fixtures, signs, decorations, and equipment provided by Renter shall remain the property of the Renter and shall be removed by the Renter from said property. "CSU Stanislaus" is not responsible for any of "Renter's" personal items.
- G.** "CSU Stanislaus" owned furniture or apparatus may not be removed or displaced by Renter or any agent, employee, or invitee of the Renter without permission of "CSU Stanislaus". Renter shall cause any furniture or apparatus displaced to be replaced to the satisfaction of "CSU Stanislaus" immediately after any event or occasion for which the property is used by Renter. The following apply to all events:
 - Candles must be in a hurricane, jar or other container. No open flame allowed.
 - No décor may be hung from the walls or ceilings in any building.
 - The mantle/fireplace can be decorated in the Main and South Dining Halls.
 - No confetti, glitter, faux rose petals, hay, spray string or items of this nature.
 - Real rose petals may be used on outdoor aisle ways or indoor/outdoor tables.
 - No tape, nails, sticky tabs, etc., may be used at any site.
- H.** Renter agrees that the property shall not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the Government of the United States or the "Trustees" by force or any other unlawful means.
- I.** Renter agrees to abide by all State laws, local ordinances, and rules of the "Trustees" and of "CSU Stanislaus". Parking is by permit only. Event permits can be obtained through the Facilities Reservation Office or daily permits can be obtained at the automated dispensers located at the campus entrances. Renter shall adhere to "CSU Stanislaus" *Parking Rules and Regulations* (copies available upon request).
- J.** Renter agrees to comply with "CSU Stanislaus" *Secondhand Smoke Policy* (copy available upon request) that does not allow smoking or use of tobacco products in "CSU Stanislaus" buildings, or within thirty (30) feet of all

“CSU Stanislaus” buildings. Smoking and use of tobacco products is also prohibited at outdoor public events where people are seated in close proximity to each other. Smoking is permitted at private outdoor gatherings where people can move around freely to avoid secondhand smoke.

VI. INDEMNIFICATION: Renter agrees to indemnify, defend, and save harmless the State of California, The Trustees of the CSU, California State University, Stanislaus, their officers, agents and employees from any and all loss, damage, or liability that may be suffered or incurred which arises out of or in any way connected with use by the Renter of the premises herein described.

VII. INSURANCE:

A. Renter shall procure and provide to CSU Stanislaus proof of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the activities hereunder by Renter, his volunteers, representatives, and employees. General liability coverage can be provided in the form of an endorsement to the “Renter’s” home-owner’s insurance, or as a separate event policy purchased through the CSU Stanislaus Facilities Reservations Office

B. The insurance coverage requirements are:

1. General Liability of \$1,000,000.00 per occurrence;
2. The General Liability policy shall be endorsed to provide:
 - a. that CSU Stanislaus, its trustees, employees, officers, and volunteers are covered as additional insureds with respect to liability arising out of activities by or on behalf of the Renter;
 - b. that for any claims related to this project, the “Renter’s” insurance coverage shall be primary as respects California State University, Stanislaus, its trustees, officers, employees, and volunteers. The University’s insurance or self-insurance shall be excess of the “Renter’s) insurance and shall not contribute to it.
3. General Aggregate \$2,000,000.00;
4. Workers’ Compensation, as required under California State Employer Law;
5. If Renter or “Renter’s” volunteers, representatives, staff or participants will be driving vehicles on campus roads, Renter shall maintain automobile liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
6. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

C. An original certificate of insurance and amendatory endorsements, or written proof of self-insurance, shall be received at the Facilities Reservation Office and approved by the Risk Manager no less than ten days prior to the event. The required insurance must be in effect for the duration of the event. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

D. Activities conducted by any vendors contracted by Renter must first have approval from the CSU Stanislaus Facilities Reservation Office and must provide proof of the appropriate insurance coverage.

VIII. CONTACT INFORMATION:

A. Primary Renter Contact:

Name: _____

Address: _____

Phone numbers: Home/Business _____ Mobile: _____

Email: _____

B. CSU Stanislaus Facilities Office:

Lori Cole, Facility/Event Coordinator
CSU Stanislaus Facilities Office
801 W. Monte Vista Avenue
Turlock, CA 95382
Office Phone: (209) 667-3913
FAX: (209) 667-3350
Mobile Phone: (209) 480-4668

| THE PARTIES HERETO signify acceptance of this agreement as of (date) _____ by signatures below.

Renter Signature: _____ Printed Name: _____

“CSU Stanislaus” _____, as delegated by the President of CSU Stanislaus.