Dear NAME,

Thank you for choosing the CSUB – EVENT SPACE for your EVENT DATE(S) Meeting. The following agreement outlines the costs of your event.

**MEETING SPACE/EVENT AGENDA**

Based on the requirements outlined by COMPANY/ORGANIZATION NAME (PERMITTEE), CSUB will reserve the function space listed below:

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<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Room</th>
<th>Setup</th>
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<th>Room Rental</th>
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**FOOD AND BEVERAGE**

Please reference the catering contract for further details. Rebecca McAfee at 661/654-2740 the catering supervisor for any questions or changes.

**PARKING**

Contact Public Safety for parking charges 661-654-2111

**PAYMENT**

The room rental reservation is not considered confirmed until payment information is received. An invoice will be sent within thirty (30) days of Permittee’s Event from CSUB for the room rental and meeting services.
INSURANCE REQUIREMENTS

The California State University requires that all service contractors/outside organizations provide current evidence of insurance coverage while performing any work or using facilities at the University in the amount of $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Evidence of Worker’s Compensation may be required. In addition, the contractor/outside organization is required to provide evidence that the University is named as additional insured on general liability and automobile policies and this must be evidenced by an endorsement to the policy, which must include the following wording:

*The State of California, the Trustees of the California State University, California State University, Bakersfield, California State University, Bakersfield Foundation, Student Union Inc. and their officers, employees, representatives and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned*

The certificates need to indicate that the coverage provided contains the following provisions:

a) That the insurer will not cancel or modify the insured’s coverage without 30 days prior written notice to the University

b) Coverage shall be primary insurance

c) The State of California, the Trustees of the California State University, California State University, Bakersfield California State University Bakersfield Foundation, Student Union Inc. and their officers, employees, representatives and volunteers will not be responsible for any payments of premiums on the policies.

The insurance coverage must be provided by a carrier licensed by the State of California to transact insurance, and hold a current A.M. Best rating of no less than A:VII. Please have certificates and endorsements with the wording as shown above faxed to the Office of Safety and Risk at 661/654-6117 as soon as possible, and follow with the original documents in the mail. For more assistance, please contact your CSUB Event/Facility Coordinator or Juli Smith at Safety & Risk Management, 661/654-2066.

SIGNATURES

This contract, with exhibits attached (Exhibit A – General Terms and Conditions) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by CSUB and Permittee.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

Approved and authorized by  
(name of client)

Name: (Print) _____________________ Signature: ______________________
Title: (Print) _____________________ Date: __________________________

Approved and authorized by CSUB:

Name: (Print) _____________________ Signature: ______________________
Title: (Print) _____________________ Date: __________________________
CALIFORNIA STATE UNIVERSITY, BAKERSFIELD, (hereafter “CSUB”) and the permittee (hereafter “Permittee”) named below enter into this agreement for the use by Permittee of certain facilities owned by CSUB and the CSUB Foundation, under the terms and conditions of this agreement and the following documents, which by this reference are incorporated herein and made part of this Agreement:

CONDITION AND USE OF PROPERTY

Acceptance of Facilities; Duty to Repair; Surrender
Permittee accepts the facilities as being clean and in good condition and agrees to terminate its use of the premises on termination of the period of use in the same condition as when received, reasonable wear and tear accepted. Permittee shall be financially responsible for the repair and replacement of the property that is damaged. Repairs or replacement made shall be to the satisfaction of CSUB. Permittee’s responsibility extends beyond that of any security deposit made by Permittee.

Waste, Quiet Conduct; Insurance Hazards, Permits
Permittee shall not permit any waste upon or to the facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of students, employees, or invitees of CSUB. Further, Permittee shall not disturb the quiet enjoyment of adjacent properties, including creating sound levels equal to or exceeding 85 db measured at the adjacent property line. Permittee shall not engage in nor permit any conduct or activity upon or in connection with the facilities that would increase the existing rate of insurance upon the premises of CSUB and the facilities situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such facilities.

All required fees and permits, including but not limited to permits for food vending, temporary structures, electrical wiring, stage and sound equipment, or fireworks shall be obtained by Permittee and filed with CSUB at least 14 days prior to the event. Fees for issuance of all permits are the sole responsibility of Permittee.

If Permittee desires the use of fireworks, the fireworks shall be staged in a designated area by CSUB and Permittee shall be required to sweep all areas upon which the fireworks debris falls, including but not limited to the designated area. The cleaning shall begin immediately after the event and be completed before 6:00 am the following morning. The sweeping service utilized by Permittee must comply with insurance requirements consistent with CSUB standards and have acceptable documents on file with CSUB Procurement.

Temporary Structures; Signs
Except as permitted by the Policy and Procedures For Use of University Facilities, no temporary structures or signs will be placed upon any CSUB facilities, except upon the prior written approval of the CSUB Vice President of Business and Administrative Services, and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

Alterations; Construction
No alterations shall be made to the facilities without the written approval of the CSUB Vice President of Business and Administrative Services. Any alterations or additions shall be at the sole expense of Permittee. Any additions to or alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the reality and belong to CSUB.
LIABILITY

Indemnity
Permittee shall save harmless, defend, and indemnify the State of California, the Trustees of the California State University, California State University, Bakersfield, California State University, Bakersfield Foundation, Student Union Inc. and their officers, employees, representatives and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned.

Liability Insurance
Permittee shall, during the term hereof and any extension thereof, obtain and maintain at Permittee’s expense liability insurance in insurance companies authorized to issue insurance in California and acceptable to CSUB that protects Permittee and CSUB, its officers, employees, volunteers, and agents, against any personal injury, death, and property damage arising out of or connected with Permittee’s use of the facilities. The liability coverage shall not be less than one million dollars ($1,000,000.00) for any one occurrence unless fireworks are involved in which case the liability limit shall be no less than five million dollars ($5,000,000.00) for any one occurrence. The insurance policy shall insure the State of California, the Trustees of the California State University, California State University, Bakersfield, and the officers, employees, volunteers and agents of each of them as additional insured’s.

GENERAL PROVISIONS

Waiver
The waiver by CSUB of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any payment by CSUB shall not be deemed to be a waiver of any preceding breach by the Permittee of any term, covenant or condition of this agreement other than the failure of the Permittee to pay the particular sum, so accepted, regardless of CSUB’s knowledge of such preceding breach at the time of acceptance of such payment.

Use of Name
Except as specifically authorized in writing, use of California State University Bakersfield (CSUB) name and marks in advertising and other promotional vehicles is prohibited when such use is likely to be perceived as an endorsement, even if such an endorsement is not the intention of the person or organization seeking to use CSUB's name or marks. Requests for the above uses should be submitted to the Director of Public Affairs and Communications. An example is the use of the CSUB’s name as part of the name of any outside business or other activity, such as “eCSUB.”

Assignment
Permittee shall not assign this agreement in whole or in part nor suffer any other person (the agents and servants of Permittee excepted) to use the premises or any portion thereof without the written consent of CSUB. The consent to one assignment shall not be deemed to be consent to another assignment. Any assignment without written consent shall be void and shall, at the option of CSUB, terminate this agreement.

Successors
The provisions of this agreement shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and should there be more than one Permittee, each of the same shall be jointly and severally liable hereunder.

Governing Law
This agreement shall be construed under the laws of the State of California.