



## II. COLLECTION OF MONEY AT EVENT:

- A. **COLLECTION** of any Fees/Exchange of Money at any Event: Licensee will not collect or exchange money at event without prior written approval from **TUC**.

III. **NOTICES:** Any notices, disclosures, certificates, insurance policies, **requests for amendments or other correspondence**, shall be served by personal service, registered or certified mail, to the address noted below:

For TUC:	For the Licensee:
Heather Cairns	Name
The University Corporation	Licensee
18111 Nordhoff Street	Address
Northridge, CA 91330-8310	Address

## III. INSURANCE and INDEMNIFICATION:

### A. INDEMNIFICATION:

1. The Licensee will defend TUC, the University, Trustees of the California State University, the State of California and their officers, agents, employees, members, guests or assigns against any suit, action or claim arising out of or based upon the performance, interpretation or any matter related to this License Agreement.

2. Licensee hereby agrees to hold harmless and indemnify TUC, the University, Trustees of the California State University, the State of California, and their officers, agents and employees from any loss, damage or liability including all claims of any nature caused by the negligence and/or willful misconduct of Licensee and its officers, agents, employees, members, guests or assigns in connection with the exercise of this License Agreement or use of the areas specified.

3. Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event and no claim shall be made to TUC because of losses for any reason whatsoever. Likewise, the implied intent of this Agreement is to fully and totally indemnify and hold harmless TUC, the University, Trustees of the California State University, the State of California, together with its officers, agent, employees, members, guests, volunteers or assigns from liability associated with the event authorized in this Agreement.

### B. INSURANCE:

1. Licensee shall furnish to TUC with the agreement, an underwriter's certificate of insurance evidencing liability insurance presently in effect for the Licensee. Evidence is to be in the TUC office before 3:00 p.m. on **(INSERT DATE)**. Such policy, certificate, or letter of self insurance must specifically name that the event/activity referred to in this agreement is covered under the policy.

**Minimum Limits of Insurance:** Licensee shall maintain limits not less than:

- **General Liability:** \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability (\$100,000). If Commercial General Liability Insurance or other form with a general aggregate limit is used the general aggregate limit shall apply separate to this agreement.
- **Commercial Auto Liability:** \$1,000,000 per occurrence, combined

single limit, for Bodily Injury Liability and Property Damage Liability.

- **Workers' Compensation:** Statutory as required under California Law, including Employer's Liability, not less than \$1,000,000 per occurrence (bodily injury or disease). Agents, officers, other representatives, and employees of Licensee may operate on the University property as the result of this Agreement. Accordingly, prior to the commencement of such activity the Licensee shall provide TUC with either (a) a Certificate of Insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California or (b) a Certificate of Consent to Self-Insure issued by the Director of the State of California Department of Industrial Relations.

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII and licensed to do business in the State of California:

Certificate Holder: The University Corporation  
Attn: University Licensing  
18111 Nordhoff Street  
Northridge, CA 91330-8310  
Fax: (818) 677-3017

2. The general liability and automobile liability policies are to have endorsements containing the following provisions. TUC, the University, Trustees of the California State, the State of California, its officers, employees and volunteers are to be included as additional insured's on the Licensee's insurance policy. The additional insured is to be provided on an endorsement page, or as a separate owner's policy.

3. For any claims related to this agreement the Licensee's insurance coverage shall be primary insurance as respects to TUC, the University, Trustees of the California State University, the State of California their officers, employees and volunteers. Any insurance or self-insurance maintained by TUC, the University, Trustees of the California State University, the State of California and their officers, employees, or volunteers shall be excess of the Licensee's insurance and shall not be contribute with it.

4. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been delivered to TUC.

5. All rights of subrogation under the insurance policies have been waived against TUC, the University, and Trustees of the California State University, the State of California, their officers, employees, or volunteers.

6. A copy of the policy or certificate of insurance with endorsements, as outlined, shall be forwarded to TUC no fewer than fifteen (15) days prior to the event (see paragraph D) authorized by this Agreement.

- C. **ADDITIONAL NOTICE REGARDING LIABILITY:** The Licensee is hereby notified that the University is currently experiencing a period of significant construction and various construction-related activities are underway; such activities are expected to continue through the period covered by this Agreement. Accordingly, construction-related activities may preclude the use of certain facilities both indoor and outdoor. In addition construction-related activities may generate dust, noise, or restrict the use of campus roads and pedestrian walkways. Licensee does hereby relieve TUC and the University from any liability or other cause and for damages as may result or is viewed as a result of such construction or construction-related activities (except if caused by the negligence or willful misconduct of TUC or the University). Licensee shall inform all insurance carriers

and all issuers of Certificates of Insurance of these conditions prior to the issuance of any instrument of insurance required by this Agreement.

- D. **CANCELLATION:** If any insurance policy, bond or other form of indemnification required by this Agreement is cancelled, this Agreement is thereby cancelled without refund of any monies paid to TUC. Such cancellation will not limit, remove or reduce Licensees liability under this Agreement.

V. **SUBLETTING:** This agreement cannot be assigned in whole or in part.

#### VI. **CAMPUS SUPPORT**

- A. **USE OF UNIVERSITY NAME:** Licensee is prohibited from using any California State University name, or any abbreviation thereof, to imply, indicate or otherwise suggest that any product, service, or organization is connected or affiliated with, or is endorsed, favored, or supported by, The California State University or any of its educational institutions. Additionally, Licensee shall not display, advertise, or announce any California State University name in connection with any economic or commercial advertising or promotional activity.
- B. **LIAISON SUPPORT:** A University Liaison may be required for special events (to be determined by University Licensing). The Liaison is to assist (open doors, check room reservations, etc.) the Licensee and to protect State property. The number of hours Liaison(s) work will be included in the agreement fees. If the event ends in less time, the Licensee will pay the Liaison for the entire time specified in the agreement. If the event continues beyond the time agreed, the Liaison will work the extra time, schedule permitting. Licensee will be charged for additional time worked.
- C. **GIFTS, PAYMENTS, ETC., TO UNIVERSITY EMPLOYEES OUTSIDE THIS AGREEMENT:** Licensee shall make no payments or gifts of any kind to any employees, students, agents, or affiliates of the University, or its Auxiliaries. Failure to comply with this clause will be considered a Breach of Contract and subject to immediate termination of this Agreement.

#### VII. **LICENSING:**

- A. **TUC AGREEMENT:** Licensee is required to have a copy of this Licensing Agreement available for review at all times while on the University premises.
- B. **UNIVERSITY RULES AND REGULATIONS:** Licensee must adhere to all rules and regulations of the University in regard to use of facilities.
- C. **RIGHTS, T.V., MOVIES AND RADIO:** Licensee shall have no rights to radio broadcasting, live television transcriptions, or recording rights. Licensee is **NOT** permitted to film, record or take still photographs for commercial use on University premises unless specified by this agreement.
- D. **MEDICAL:** Licensee must provide a First Aid Kit while on University premises. Film Companies and sports events must have a medical trainer or an EMT available to handle medical emergencies.
- E. **EQUIPMENT DELIVERED TO THE UNIVERSITY:** Prior to the event, a complete list of equipment (i.e. tables, chairs, stages, lighting, etc.) must be submitted to TUC for approval. TUC and the University assume no liability for loss or damages to any equipment left on University property.

- F. **SUBCONTRACTORS:** Licensee will provide a list of all subcontractors providing goods or services for Licensee's event. This includes all companies/vendors that deliver equipment, booths, stages, chairs, tables, etc., to the University premises. This information must be submitted in writing to TUC 10 days prior to the event and must be pre-approved by TUC.
- G. **NOISE:** No amplified music, loud equipment, construction or explosions of any kind may be used without written permission of TUC. If permission is granted, volume must adhere to decibel levels established by the Los Angeles Municipal Code, Chapter XI, noise regulations.
- H. **POURING RIGHTS:** TUC and the University have an exclusive agreement with PEPSI. Any sales, marketing, etc., of competing products are disallowed.

VIII. **PUBLIC SAFETY:** Licensee is required to follow all Federal, State, County and City of Los Angeles laws while on University premises.

- A. **POLICE OFFICERS:** The University may require a Police Officer at Licensee's event, as determined by University Department of Public Safety. In all cases where money is collected, Police presence is required. All emergencies must be reported to the University Police Department at (818) 677-2111.
- B. **FIREARMS:** No firearms, including toy guns or any item that looks like a weapon, shall be brought onto University's premises without prior clearance and the written approval of the University's Department of Public Safety. The terms and conditions associated with any such approval, together with a copy of the written approval shall be provided to TUC and incorporated into this Agreement. [Contact the University's Department of Public Safety (818) 677-2111 for further information. Reference: California Penal Code, Section 626.9]
- C. **EJECTMENT:** The University and TUC reserve the right to eject or cause to be ejected from the premises any person whose conduct violates the terms of this Agreement or creates an otherwise dangerous condition. Neither TUC, the University, its officers or employees shall be liable to Licensee for any damages sustained by such ejection unless caused by the negligence or willful misconduct of TUC or its officers or employees.
- D. **MAINTAIN ORDER:** Licensee shall maintain order and provide protection for persons and properties (to the extent of Licensee's control). Licensee shall not permit a breach of peace or any act, which may endanger life, limb, health or property due to occasion of this event (to the extent of Licensee's control).

IX. **PARKING:** Parking arrangements are detailed in **EXHIBIT P** of this Agreement.

X. **PERMITS:** Licensee will obtain all applicable Federal, State, County and City permits.

- A. **FIRE PERMIT:** If required by the City of Los Angeles, a fire clearance and permit must be obtained prior to the event. Licensee shall be responsible for determining the need for any permit. Copies of such permits are to be submitted to TUC no fewer than five (5) business days prior to the event herein authorized.
- B. **HEALTH PERMITS:** All food vendors/subcontractors must display Los Angeles County Health Permits inside their booths at all times while booth is operated on University premises. Any vendor/subcontractor without proper permits on displayed will be removed from University premises.

- C. **NO ALCOHOL OR USE OF ILLEGAL DRUGS:** Use of Alcohol is **prohibited** on University premises, except with specific written authorization by TUC. If written approval to serve alcohol is given by TUC, a State permit must be obtained and a copy provided to TUC prior to the event and a copy kept at the event site. Use of illegal drugs of any kind is prohibited.
  - D. **SMOKING:** Smoking is strictly **prohibited** in all University buildings. Smoking is permitted outside, 30 feet from University buildings. Cigarettes must be properly discarded in designated fire safe containers.
  - E. **HAZARDOUS MATERIAL:** The Licensee shall not bring onto the University premises, nor allow others associated with the event herein authorized to bring onto the University premises any hazardous chemicals or other potentially hazardous materials without written permission from the University's Manager of Environmental Health & Safety (818/677-2401). It is the sole and independent responsibility the Licensee to obtain any permit or other form of Federal, State, City, County or other clearances. The Licensee shall be responsible for any fees, charges, or other costs associated with the requirements of this paragraph.
- XI. **UNIVERSITY FACILITIES:** Licensee shall maintain the areas of usage in good condition at all times and return facilities to the same condition as received, normal wear and tear excepted. Licensee shall not be responsible for casualties beyond its control, such as forces of nature, national catastrophes or war.
- A. **CONSTRUCTION:** No construction on the premises or modification to existing facilities will be permitted without the prior written approval of TUC; any such approval shall be incorporated into this Agreement. Licensee is responsible for restoring facilities back to original state and must repair or replace damage caused by Licensee. If the requirements of this paragraph are not met, TUC will complete, on behalf of the Licensee, all unfinished work at cost plus twenty-five percent (25%) and invoice the Licensee.
  - B. **REMOVAL OF EQUIPMENT:** Any equipment, chairs, tables, booths, stages, etc., must be removed at the end of the event. There will be a daily charge for any items left on the University premises beginning the following day.
  - C. **NO FOOD OR DRINK:** No food or drink other than bottled water is permitted inside lecture halls, classrooms, auditoriums or any area not authorized as a food facility.
  - D. **FACILITY CLEAN UP:** Licensee must leave area clean at conclusion of event by properly disposing of all trash in wastebaskets provided and remove any posters, banners, etc., from the premises. Failure to comply will result in additional fees.
  - E. **SUPPLIES:** Licensee shall furnish all labor, materials and equipment to maintain an orderly and sanitary operation.
  - F. **LAWN RESTRICTIONS:** Licensee may not set up tents, booths, drive stakes or dig holes in lawn. Use of barbecues by spectators or participants before, during or after the event is strictly prohibited. No wood burning or open fires are allowed on the University premises.
  - G. **STORAGE:** Licensee shall assume responsibility for all equipment, supplies, or other materials brought to the University by, or on behalf of Licensee in conjunction with the event authorized in this Agreement. Storage of equipment, supplies, or other materials shall be permitted only as specified in this Agreement. TUC and the University shall assume no liability for event-related equipment, supplies or other materials.

XII. **SIGNS:** The posting of signs on University property shall be in accordance with the University's signage policy and shall require the prior approval of TUC.

- A. **APPROVAL OF PRINTED MATERIAL:** Licensee must provide TUC with content of any presentation, flyers, brochures etc. (that will be sent to participants or public), to TUC for approval prior to distribution.
- B. **AFFIXING POSTERS, SIGNS, ETC., TO WALLS:** No signs may be mounted on walls.
- C. **POSTING OF SIGNS, FLYERS, ETC.:** To post information on University Bulletin Boards please call the Student Development Office at (818) 677-5111. All signs or flyers posted on University bulletin boards must be removed within 24 hours after the event. Posting of signs and flyers advertising this event on public property (i.e. telephone or utility poles, posts, street signs or trees) is strictly prohibited in accordance with the City of Los Angeles Handbill Ordinance 168321.

XIII. **TERMINATION:** This Agreement may be terminated by either party with ten (10) business day's written notice to the other party. Any costs incurred by TUC (pursuant to the terms of this Agreement) prior to termination will be paid by the Licensee.

- A. **TERMINATION STEPS:** This Agreement may be terminated by TUC with reasonable notice to Licensee should unforeseen circumstances arise which preclude TUC from proceeding with this agreement. Such circumstances may include, but are not limited to, a directive from the State, the passage of any law which effectively prohibits TUC from fulfilling its obligations pursuant to this Agreement or other similar action beyond the control of TUC. The Agreement may be terminated by TUC should an educational requirements develop, or an unforeseen need arise, by giving seven (7) days notice to the Licensee. TUC reserves the right to immediately terminate this License Agreement upon the occurrence of a disaster.
- B. **FACILITIES CANCELLATIONS OR RE-SCHEDULING BY LICENSEE:** Licensee must FAX or e-mail a written notice to TUC, at least **five (5)** working days in advance, to cancel this agreement. See **EXHIBIT R**. If written notification is less than five (5) working days in advance, a refund will not be given for the cost of the prepaid facility rental.
- C. **UNIVERSITY SPONSORED OR SANCTIONED EVENTS:** Licensee is hereby advised that any University sponsored or sanctioned events will supersede the provision of times stated in this Agreement. TUC will advise Licensee of its need for the area at the earliest possible date so as to cause the least inconvenience to the Licensee.
- D. **RIGHT OF INGRESS OR EGRESS:** TUC has no plan to enter the property during licensee's use except for reasonable inspection, supervision, repairs, and alterations as spelled out in this Agreement. No estate in real property is conveyed by this Agreement.
- E. **WITHOUT NOTICE:** This Agreement may be terminated by TUC if the Licensee fails to comply with the terms and conditions of this Agreement after being given 24 hours written notice to cure the defect. If a condition, facility, equipment, or circumstance is life threatening TUC has the right to immediately correct or terminate this agreement.
- F. **MISREPRESENTATION:** This Agreement may be cancelled immediately without recourse should materially false or materially misleading information be furnished to TUC by Licensee, errors and omissions notwithstanding.

G. **METHOD OF DELIVERING NOTICE OF TERMINATION:** Parties shall advise as to the termination of this Agreement by personal delivery, registered or certified mail, addressed to the Licensee/Licensor at the addresses specified in this Agreement.

XIV. **LOSSES:** Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event and no claim shall be made to TUC because of losses for any reason whatsoever.

V. **AMENDMENTS:** It is understood by both parties that no oral representations of any nature have been made by either party to the other and that changes, modifications, additions, or deletions to this License Agreement must be made in writing, signed by both parties and become a part of this License Agreement.

Failure on the part of TUC to require full and complete compliance with any provision of this License Agreement shall not be interpreted as changing such provision, nor shall it prevent TUC from enforcing the other provisions of this Agreement.

XVI. **GOVERNING LAW:** The rights and obligations of the parties hereto shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions stated herein.

**THE UNIVERSITY CORPORATION**

By \_\_\_\_\_  
Heather Cairns, Licensing Manager

Date: \_\_\_\_\_

By \_\_\_\_\_  
Rick Evans, Associate Executive Director

Date: \_\_\_\_\_

**LICENSEE**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Title)

Date: \_\_\_\_\_

**Exhibit AN**  
**FACILITIES & LICENSING FEE**  
**CONTRACT NUMBER:**

Licensee: **COMPANY**  
**NAME**  
**ADDRESS**  
**ADDRESS**

I. **FACILITY:** Licensor hereby grants Licensee use of the following California State University facilities for the purpose and manner detailed below.

**FACILITY:**

**EVENT DESCRIPTION:**

**ESTIMATED ATTENDANCE:**

**MOVE-IN:**

**EVENT DATE:**

**MOVE-OUT:**

Additional events, activities, facilities, dates or times not stated above, are not authorized. Changes must be in writing and signed by both parties. This may result in additional charges.

**\*For filming on campus, please describe the intended purpose and future use of the finished product.**

II. **FINANCIAL OBLIGATION:** TUC agrees to grant Licensee permission to use University facilities for a specified dollar amount.

A. **Terms:** The fees detailed in this Agreement are estimated fees. There will be a final billing after all invoices are received from University departments (Parking, Security, Custodial, Liaisons, Academic Departments, etc.). During the event if additional requests are made by the Licensee and the scope of work is changed, an additional deposit may be required.

\$ 000.00 Estimated CHARGES plus,  
\$ 000.00 Refundable Security Deposit

\$ 000.00 **Total due**

In order to ensure reservation of these facilities on the dates requested, the full amount of **\$000.00**, the Certificate of insurance, a separate insurance endorsement letter and two (2) signed contracts (with original signatures) must be received in TUC Office by 3:00 p.m. on MONTH DAY, 2008.

B. **PAYMENT:** All payments required shall be in lawful money of the United States in the form of a business or personal check, provided that such payment is received no fewer than **ten (10)** days prior to the scheduled commencement of the event. Any payments received fewer than **ten (10)** days prior to the event shall be in the form of a Cashier's or Certified Check made by a local banking institution. **Under no circumstances shall cash be accepted.**

- C. SECURITY DEPOSIT:** TUC shall refund security deposit to Licensee when Licensee vacates premises and an inspection, performed by TUC, reveals that all facilities used by Licensee pursuant to the terms and conditions of this Agreement are clean and in good repair (reasonable wear and tear accepted). Once Physical Plant Management, Public Safety, or other departments have assessed there are no additional charges, TUC will return ninety percent (90%) of the security deposit and retain ten percent (10%) as an administrative fee.

**Exhibit P  
PARKING  
CONTRACT NUMBER:**

**LICENSEE:  
FACILITY:  
DATE(S):**

- A. UNIVERSITY PARKING PERMITS REQUIRED 24/7:** Licensee is hereby informed that parking permits are required to park on University premises at all times (7 days, 24 hours). Anyone in violation of University parking requirements will be ticketed.
- B. PARKING PERMIT ARRANGEMENTS:** Licensee is required to notify participants of the following information, by conveying it in all event/activity advertising, informational materials, and any other written or verbal communications:  
**“Visitors parking on the CSUN campus are required to purchase a \$5 daily permit. Permits can be purchased from campus parking booths and parking lot vending machines.”**

**PROPER AREAS FOR PARKING:** Unless otherwise authorized, University parking permits allow vehicle parking in marked spaces in University parking lots. Vehicles are required to park “front end” in facing into any parking space. Vehicles in violation of this provision or other posted University parking requirements may be ticketed. Additional parking is available in LOT F10 at the corner of Lassen Street and Lindley Avenue. **ABSOLUTELY NO PARKING IS PERMITTED IN SURROUNDING RESIDENTIAL NEIGHBORHOODS.**

- C. DISPLAY PARKING PERMIT:** Parking permits must be displayed on the driver’s side dashboard and must be visible. Any vehicle that does not display the proper parking permit, in plain view on the dashboard, will be considered in violation and be cited by the University Parking Office.
- D. ACCESS:** Licensee shall not block University building hallways, lobbies, entrances, driveways, walkways or any common areas on the University, except as specifically permitted in this Agreement.
- E. METERS:** Parking permits are not valid at meters.
- F. MOVE VEHICLES:** University Parking Officers and University Licensing reserve the right to move Licensee to other parking lots should scheduling conflicts arise.
- G. BUSES** are required to enter the campus at the **Lot G4** entrance on **Zelzah Avenue** to drop off and pick up participants. Buses must proceed to **LOT F10** at the corner of Lassen Street and Lindley Avenue and remain there until scheduled pick-up time. Licensee is responsible for communicating this requirement to the bus drivers. **NO BUSES ARE PERMITTED TO DROP OFF OR PICK UP PARTICIPANTS NOR PARK ALONG LINDLEY AVENUE. NO BUSES ARE TO PARK ON THE STREET OR IN SURROUNDING NEIGHBORHOODS.**
- H. EMERGENCY EVACUATION PROCEDURES:** Should an emergency occur during the course of your event at CSUN, a campus wide loudspeaker system will broadcast a directive from the administration throughout the University. The community can call 1-866-515-CSUN for information. There will also be updates on the CSUN home page in the bottom right hand corner.

**Exhibit R**  
**ROOM RESERVATIONS**  
**CONTRACT NUMBER:**

**LICENSEE:**  
**FACILITY:**  
**DATE(S):**

- A. Licensee must call, FAX or e-mail Licensor no later five (5) working days in advance to reschedule, or cancel a classroom and receive a refund. There is no guarantee that alternate facilities are available.
- B. Licensee must notify participants that no food or drinks are permitted in classrooms or auditoriums. Bottled water is acceptable.
- C. Licensee is not permitted to move desks, tables, chairs or any other furniture outside of the classroom or auditorium.
- D. Licensor does not provide overhead projectors or other equipment.
- E. Licensee must restore classrooms and auditoriums to the same condition as before Licensee entered facility.
- F. Licensee is responsible for the dissemination of all information related to Licensees event. Licensor will not provide information about Licensees event to participants or to the community.
- G. Licensee will not advertise, list, and promote Licensor as a resource office for the Licensees event.