



Facility Use Agreement

Agreement Statement – This Facility Use Agreement is issued in accordance with the policies of the Donald P. and Katherine B. Loker Student Union. Issuance of this agreement and/or a reservation request does not constitute a confirmed reservation. Use of the facilities cannot be confirmed until this agreement and the Reservation Verification has been signed and received by the Loker Student Union and any required deposit has been paid. Facility Use Agreements may not be transferred, assigned, or sublet.

Agreement Modifications – Any modifications to this agreement must include a written addendum initiated by the Loker Student Union and must be attached to this agreement.

Responsible Party(s)/ Event Coordinating Deadline – The person(s) who completes and signs the Facility Use Agreement shall be the responsible party. This person will be responsible for coordination of all event details with Loker Student Union and agrees to complete this coordination no later than three weeks prior to the event date. This person(s) must be the host and in attendance throughout the reserved event. This representative shall take all reasonable actions to assure event safety, to prevent damage to the facility and equipment, and to see that these conditions and other policies and regulations, outlined in this agreement are met.

Estimated Fees – Estimated fees are based on specific facilities requested by the user in conjunction with information provided by the user for required access and event times, the number of participants, type of activity, audio-visual service requirements, and other event information. Special features of an event may involve additional fees.

Rental Deposit – A rental deposit is based on 25 percent of the facility rental and must be received within ten business days of facility request. Facilities will not be held without receipt of this deposit.

Payment and Final Fees – Payment of balance of fees is due ten business days prior to event date.

Cleaning and Damage Deposits – Some events may require refundable cleaning and/or damage deposits. These deposits will be due with payment of final fees. These deposits are refundable, when the facilities used are free from damage or extra-ordinary cleaning requirements.

Cancellation by User – In the event of cancellation by the user, rental deposits for facilities are not refundable and non-transferable. Cancellations must be received ten business days prior to event date.

Extended Building Hour Guarantee – Events which require the facility to be accessible beyond its normal operating hours will be charged an extended building hour fee. These charges become guaranteed 10 days prior to an event and must be paid regardless if the event is subsequently cancelled.

Liability – The user agrees to indemnify and hold harmless the Loker Student Union, California State University Dominguez Hills, the State of California; Trustees of the California State University; all their several departments, boards and commissions, and their several officers, employees, and agents for any liability or claim or action for damages resulting from or in any way arising out of the use of the facility or equipment. The user agrees to abide and enforce the rules, regulations, and policies governing the facility as set forth but the Loker Student Union. User accepts all responsibility for any damages to premises,

equipment, or grounds resulting from use of the facility.

Insurance – Depending on the nature and scope of the facility use, the user may be required to furnish a certificate of insurance naming the Loker Student Union, Inc. as additionally insured. Proof of Workers Compensation insurance may also be required. Required certificates must be received by the Loker Student Union 30 days prior to event date.

Food and Beverages – Campus Dining, an operation of CSUDH Foundation, holds the exclusive right to cater all food/or beverages at California State University Dominguez Hills to include the Loker Student Union.

Alcoholic Beverage Service – Alcoholic beverage service must be provided by CSUDH Campus Dining. CSUDH Campus Police has the right to require police at events when alcoholic beverages are served. The user is responsible for all costs associated with such service.

Security/Police – Campus Police shall solely determine and control security arrangements including, but not limited to, the type and number of security personnel and placement and use of security personnel. The cost of such service shall be paid by the user.

Facilities – Users of the facilities shall observe all applicable Loker Student Union policies, as well as all local, state, and federal laws, statutes, and ordinances.

The user shall only have the use of the facilities contracted for herein and only for the purposes stated on the reservation request.

User shall not make any alterations to the facility, building systems, or equipment. At the end of the event, the facility shall be left in a clean, safe condition. The user shall remove from the facility all property and materials belonging to the user.

Access and Event Times – Facility access and use must be within the allotted reservation time. Reservation times must include individual/organization event preparation, decorating, and or rehearsal time, as well as time after the event to remove decoration, user equipment, and other items. Actual event time should be indicated for purposes of posting on the Daily Events Schedule.

Equipment – All Loker Student Union owned equipment will be set-up by facility staff. Physical equipment must be in place prior to user access.

The user is responsible for all Loker Student Union owned equipment and will be held liable for the equipment if lost, stolen, damaged, or misplaced.

Special Equipment – Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited in the facility.

The Loker Student Union assumes no responsibility for equipment used at events supplied by the user or another party. The Loker Student Union reserves the right to approve equipment and equipment providers.

Post Agreement Requests – The Loker Student Union will attempt to comply with post-agreement requests, but cannot guarantee same. Should the user request any additional facilities, equipment, or services, the user will pay the Loker Student Union at the appropriate rate; administrative fees may apply.

Decorations/Signage – Specific limitations apply as to the use of tape, balloons, glitter, candles, markers, tack, nails, other such materials, and signage. Decorations must be fire retardant. Facility users should consult with Loker Student Union staff for a full overview of allowable decorations and signage items and to appropriately accommodate user's needs. Decorations/signage which causes damage or additional cleaning

requirements, will result in additional charges to the user.

All decorations and all outdoor and indoor directional signage must be removed by the user immediately following the event.

Publicity/Posting – The Loker Student Union reserves the right to approve in advance all forms of advertising of publicity for any activity held in the facility. When its name is used in conjunction with publicity, inclusion of non-endorsement statement may be required. The Loker Student Union will furnish user with such a statement.

Posting of any materials on the CSUDH bulletin boards must be stamped and approved in accordance with University Policy.

User Property – The Loker Student Union does not insure the personal property of the user, user’s employees, agents, guests, and others allowed at the facility by the user against damage or loss by any means.

Storage of User Property – The Loker Student Union may, at its sole discretion, accept, receive, and hold User owned property at the request of the User for safeguarding or temporary storage. However, the Loker Student Union makes no claims, guarantees or promises that such property will be safe from vandalism, damage, theft, or loss. In no event shall the Loker Student Union be liable for any direct, indirect, incidental, punitive or consequential damages that result from vandalism, damage, theft, or loss, use of or inability to use such property by the User. Requests for storage must be made in advance and approved by the Director of the Loker Student Union

Access to Events – The Loker Student Union staff shall have the right to access and enter the facility for any reasonable purpose during the reservation time. User shall follow reasonable directives from facility staff.

Reassignment of Facilities – Should the facility become unavailable due to an emergency, the Loker Student Union reserves the right to reassign the user to another facility.

Outdoor Venues – Outdoor facilities are reserved at the discretion of the user. Reservations of alternate indoor facilities to be used in case of inclement weather must be approved by the Director of the Loker Student Union and must be reserved in conjunction with the outdoor facilities reservation.

Termination/Cancellation – Permission to use the Loker Student Union facility is granted subject to observance of regulations. The Loker Student Union may revoke this agreement effective immediately upon failure to timely comply with any pre-event requirement, for any violation of use conditions or regulations, or at any time for misrepresentation. The Loker Student Union may terminate any part of this agreement without notice in the event of an emergency situation which, in the opinion of the Loker Student Union, would make performance unfeasible. Refunds of deposits and/or fees paid will be determined at the discretion of the Executive Director of the Loker Student Union, on a case by case basis.

Vehicle Parking/Unloading – Facility users and guests must abide by all University parking/traffic requirements, including but not limited to passenger and equipment loading and unloading regulations, observance of authorized parking locations, payment of required fees, and display of vehicle parking permits.

Users must use the facility loading dock and freight elevator to bring in and take out equipment from the Loker Student Union facility.

Vehicular traffic on the walkways surrounding the facility is strictly prohibited.

Payments of citations which result from parking/traffic violations are the

sole responsibility of the facility user and their guests.

Unsupervised Minors – Unless a minor under the age of 18 is in the immediate presence of adult supervision that minor shall be immediately turned over to the protective custody of University Police until such time as their parent or guardian can be located. This policy applies to all areas of the Loker Student Union, including but not limited to the Break Zone, Campus Dining, all lounges, and all public areas.

Smoking – The Loker Student Union is a non-smoking building.

Animals – Except for animals certified to assist disabled persons, animals are prohibited in the Loker Student Union.

Recreational Devices – Bicycles, skates, and other such recreational devices are not allowed in the Loker Student Union.

Flames/Fire – Open flames and the burning of any materials, including incense is prohibited. Use of candles must receive advance approval and meet fire code regulations.

Bare Feet – Bare feet are prohibited in the building and on the grounds of the Loker Student Union.

Conduct – The user and guests shall not interfere with the regular use of building by the public or other facility guests. Excessive noise or other disruptive behavior is prohibited.

Weapons/Firearms – All weapons and firearms are strictly prohibited on the California State Dominguez Hills campus.

Special Requirements – Special requirements such as access to the facility prior to the reservation start time by any performer, news and media, contractor, etc. must be coordinated in advance with the Loker Student Union. Charges for such services may apply.

ACCEPTANCE OF TERMS

I have read and understand the above terms and stipulations that apply to the use of The Loker Student Union facility and services, and agree to abide by these conditions as they pertain to the following reservation request.

Reservation Request No.(s) _____

Date(s) of Facility Use: _____

Agreed to and accepted by:

User Group Name: _____

Responsible Party: _____

Signature: _____

Date: _____

Telephone: _____

Fax: _____

Loker Student Union, Inc. - *for office use only*

Reservationist: _____

Date: _____

