

On Campus Contract APPLICATION FOR THE USE OF THE UNIVERSITY BUSINESS CENTER

5245 N. Backer Ave. M/S PB 5
Fresno, CA 93740-8001
Phone (559) 278-2352 Fax (559) 278-6964

App.#

Date: _____

Department: _____

Name of Event Coordinator/Advisor: _____ Mail Stop: _____

Office Phone Number: _____ Fax Number: _____ Email: _____

Event Title: _____

Display on University Web Calendar: Yes No

Event Date(s): Month: _____ Day(s): _____ Year: _____

Set-up Time: __ __: __ __ AM / PM Beginning Time: __ __: __ __ AM / PM Ending Time: __ __: __ __ AM / PM

*** For Multiple Dates & Times, Please Use Space Provided on Page 2**

Number of Attendees: _____

*** All Meal functions including breakfast must be arranged and catered by Food Services at (559) 278-4634.**

Do you plan to have: Breakfast Lunch Dinner Reception Coffee Alcohol

Equipment & Room Rental:

a. **Room Requested:** *[Check the appropriate room(s)]*

Alice Peters Auditorium (PB191) Executive Classroom (PB192) Classroom (PB194)

Gottschalks Gallery UBC Conference Room (PB182A) Duncan Patio

b. **Equipment Requested:** *(Check the box to indicate in which room you would like the equipment to be set up)*

<u>EQUIPMENT:</u>	<u>ROOMS:</u>				
	191	192	194	182A.	Gallery
LCD Projector & Screen	included	included			
Microphone	included		n/a	n/a	
Table-Top Microphone			n/a	n/a	n/a
Conference Phone	n/a		n/a		n/a

**LEASE AGREEMENT
UNIVERSITY BUSINESS CENTER through
CALIFORNIA STATE UNIVERSITY, FRESNO**

This lease made and entered into pursuant to Education Code 89046 by and between the Trustees of California State University, hereinafter called the TRUSTEES, through the President of the hereinafter mentioned State University, hereinafter called the CAMPUS, and the undersigned LESSEE, hereinafter called the LESSEE.

WITNESSETH:

WHEREAS, the President of the CAMPUS finds that the property of the CAMPUS hereinafter described is not needed for CAMPUS purposes at the time or times covered by this lease and that this lease will not interfere with the requirements of the CAMPUS;

WHEREAS, LESSEE is subject to, and agrees to conditions of lease outlined in the following Special Provisions:

GENERAL TERMS

1. The TRUSTEES, for and in consideration of the agreements of the LESSEE hereinafter expressed, hereby lease to the LESSEE, and the LESSEE leases from the TRUSTEES, that property of the CAMPUS described in the Special Provisions for the term therein specified.
2. The LESSEE agrees to pay as rental for the said property an amount computed for the term of this lease at the rental rate per unit of time or event specified in the Special Provisions, plus any special charges specified therein, payable at the date or dates set forth therein.
3. The LESSEE shall use the said property only for the purposes specified in the Special Provisions.
4. The TRUSTEES agree to furnish all necessary utilities for the said property, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the TRUSTEES and except when there is a failure or defect in the physical plant or utility lines, whether or not such failure or defect is beyond the control of the TRUSTEES, if the failure or defect cannot reasonably be remedied in time for use by the LESSEE during the term hereof. The TRUSTEES agree to furnish all janitorial services required for said property.
5. The LESSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon the said property except those alterations, fixtures, signs, and equipment described in the Special Provisions. Any fixtures, signs, and equipment provided by LESSEE shall remain the property of the LESSEE and shall be removed by the LESSEE from said property prior to the termination of this lease. The LESSEE, if required by the TRUSTEES, shall, upon the expiration of this lease, or renewal thereof, restore said property to the same condition as that existing at the time of entering upon the same under this lease, reasonable wear and tear and damages by the elements or by circumstances over which the LESSEE had no control excepted.
6. CAMPUS-owned furniture or apparatus may not be removed or displaced by LESSEE or any agent, employee, or invitee of the LESSEE without permission of the TRUSTEES. The LESSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the TRUSTEES immediately after any event or occasion for which the property is used by LESSEE.
7. The LESSEE shall not violate nor suffer to be violated any federal or State law, local ordinance, or rule of the TRUSTEES or of the CAMPUS.
8. It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the TRUSTEES.

9. The LESSEE agrees to indemnify and save harmless the TRUSTEES, their officers, agents, and employees, from any and all loss, damage, or liability that may be suffered or incurred by the TRUSTEES, their officers, agents, and employees, caused by, arising out of, or in any way connected with the use by the LESSEE of the said property.
10. It is mutually understood and agreed that this lease is not assignable by the LESSEE either in whole or in part, nor shall the LESSEE sublet any part of the said property.
11. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party of this lease.

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as here in provided. Notice to the LESSEE shall be addressed to the LESSEE at LESSEE's address set forth on the signature page hereof. Notice to the STATE shall be addressed to the President of the CAMPUS at the address set forth beneath his signature on the signature page here of.

Specific space leased	<u>Capacity</u>	<u>Less than 4hrs.</u>	<u>More than 4hrs</u>
a. Alice Peters Auditorium (191)	125	\$ 450.00	\$ 625.00
b. Classroom (194)	42	\$ 250.00	\$ 350.00
c. Executive Classrooms (192)	44	\$ 350.00	\$ 500.00
d. Gallery	150	\$ 125.00	\$ 200.00
e. Duncan Patio	150	\$ 100.00	\$ 150.00
f. UBC Conference Room (182A)	8	\$ 100.00	\$ 150.00

Parking arrangements:

In the event permits are issued, it is the responsibility of LESSEE to distribute them to attendees.

LESSEE must complete the application for use form and refer to additional provisions cited and made part of this lease agreement.

IN WITNESS WHEREOF, this indenture has been executed in quadruplicate by the parties hereto as the date hereof.

STATE OF CALIFORNIA

DATED _____, 20____

By _____
 Emil Milevoj, Director
 University Business Center

I understand the terms, conditions and special provisions in this lease agreement and will abide by the terms and conditions contained in this document

LESSEE
 By _____

 (Title)

1. SPECIAL PROVISIONS: POLICIES AND PROCEDURES

IMPORTANT NOTE: All applicants for space should keep this policy document, as it will become part of the rental contract if and when the request is approved.

Introduction. The conference facilities were provided through private donations for the primary use of business practitioners to engage in continuing education. The functions held in the Center must comply with the UBC charter as described in the UBC Board of Advisors' Constitution and Bylaws. The priority of use of the facilities of the University Business Center (UBC) shall be for workshops, seminars, institutes and other similar functions for the business and professional community of the San Joaquin Valley. Requests for use should also meet the following criteria:

Appropriateness. The activities, programs, and other functions must fall within the charter and strategic plan of The Craig School of Business. In addition, all activities must be acceptable and in compliance with the laws of the State of California, California State University, Fresno, the City and County of Fresno, the United States and all governmental units. The Director will use his or her good judgment to ensure that all programs are conducted within the moral and legal standards of California State University, Fresno and The Craig School of Business.

In addition, appropriate dress codes will be maintained; no lounging and no pets are allowed in the building. No food or beverages unless approved by the UBC Director will be allowed.

Exploitation Avoidance. The Director will ensure that no individual uses the facilities for his or her own personal gain or commercial activities, which are in conflict with the Constitution and Bylaws of the Board of Advisors of the University Business Center. For example, the foyer will not be rented to commercial activities selling merchandise, but trade exhibits open to all competitors to demonstrate new products are acceptable under the usage guidelines of the UBC.

Smoke Free Environment. Please refrain from smoking anywhere in the UBC. Smoking is not permitted **anywhere** in the Craig School of Business complex.

Procedure for Use and Rental. The attached application form will be completed and forwarded to the UBC Director for approval. It should be remembered that at no time could regular university credit classes be scheduled on a semester basis without the approval of the UBC Director as this would destroy the flexibility of the facility and be contrary to the use for which the funds were raised.

Appeals: Appeals relative to the use of the UBC can be made to the UBC Board of Advisors. Consistent with the State and University policies, in all disputes and appeals relative to the UBC and its policies, the Dean's decision shall be the final authority.

Damages. Persons and/or organizations using the UBC facilities are responsible for damages and breakage of facilities and equipment. In some instances the user must provide and pay for security guards. The posting of flyers is a special area of importance. Our posting policy **prohibits** the taping or tacking of any and all flyers or announcement on any wall, pillars, doors, windows or railings in the **Peters Building**. Scotch tape and masking tape, when baked by the sun leave a permanent mark.

The Foyer. The foyer can be used for art gallery purposes, traveling exhibits and other such programs that are appropriate and compatible with the mission of The Craig School of Business, the University Business Center, and California State University, Fresno so long as these exhibits do not interfere with the primary purpose of the UBC, which are management education, contract research and related activities. It is preferable to have the artwork appropriate for business i.e., paintings and professional photography of early Fresno Agribusiness Organizations, historic pen and ink sketching of Fresno companies, and business art from around the world. When the UBC is holding educational seminars that require team participation, other events will not be scheduled for use in the foyer area.

Rental rate: Per-day charges reflect current rates and may be changed at any time.

The certificate of insurance and letter of endorsement must be received by the University Business Center no later than one week prior to the event. To ensure timely accommodation of your conference needs, please include the above items with your rental application to the University Business Center at least two (2) weeks prior to your scheduled event. Regretfully, we will not be able to accommodate any group without the above items. (Per request of David Moll, Director of Environmental Health & Safety) and NOW, THEREFORE, it is mutually agreed between the parties hereto as follows, subject to the following:

1. CERTIFICATE OF INSURANCE FOR VENDORS AND OUTSIDE GROUPS USING CAMPUS FACILITIES

The following must be included in the Certificate of Insurance:

- a. **LIABILITY COVERAGE:** comprehensive or commercial form minimum limits; Each Occurrence \$1,000,000; General Aggregate \$2,000,000. Higher limits may be required due to the nature of the event or the number of people in attendance. Coverage must be placed with a company of A.M. Best rating A-VII or higher. A Certificate of Insurance must be provided showing specific information as to the date and event for which the certificate is being issued. The certificate must be accompanied by a separate Letter of Endorsement naming the *California State University, Fresno; the California State University Fresno Foundation, Inc.; the California State University Fresno Association, Inc.; the California State University Fresno, Athletic Corporation, Inc.; the Board of Trustees of the California State University; the State of California; and their employees, officers, agents, and assigns* as additional insured for the duration and purpose of the event(s) being held.
- b. **EMPLOYER LIABILITY:** (commercial entities) \$1,000,000.
- c. **WORKER'S COMPENSATION:** If applicable (you will be using your own or other non-state employees at the event), provide proof of coverage to statutory limits. May use same certificate form as above.
- d. Provide for thirty (30) days advance written notice to the University of any modification, change, or cancellation of any insurance coverage.
- e. The certificate should contain a description of the activity or project for which the certificate is being issued.

Insurance requirements are made pursuant to the California State University Office of the Chancellor Executive Order No. 743 (May 5, 2000). Inquiries should be directed to the University Risk Manager at (559) 278-1900.

2. CARE OF THE FACILITY

- a. **DEFAACEMENT OF BUILDING-** The LESSEE shall not injure or in any manner deface the premises and shall not cause or allow the premises to be defaced. Nor will the LESSEE drive or allow to be driven any nail, hook, tack, or screw into any part of the building. LESSEE may not affix anything to surface in the University Business Center. For the purpose of displaying charts, LESSEE may use easels provided by the University Business Center.
- b. **REIMBURSEMENT FOR DAMAGES-** If during the term of this agreement, the premises or any portion of the grounds are damaged by the act, default or negligence of the LESSEE or its agents, employees, patrons, or any other person or persons admitted to the premises by the LESSEE, the LESSEE shall pay to the University Business Center such as shall be necessary to restore the premises to their original condition. The LESSEE hereby assumes full responsibility for the acts and conduct of all persons admitted to the building or any portion of said building or grounds during the period of the agreement, with the knowledge or consent of the LESSEE or its agents or employees or any person acting on behalf of a LESSEE.

- c. CARE OF THE FACILITY- LESSEE shall keep said premises clean and generally cared for during the term of the contract, except for normal cleaning services as provided for by regular custodial force employed by California State University Fresno. If California State University, Fresno or the University Business Center determines that the LESSEE'S use of the premises has required additional cleaning, LESSEE shall be responsible for a **\$250 cleaning fee**.
- d. RESPONSIBILITY FOR PROPERTY IN BUILDING- California State University Fresno and the University Business Center assume no responsibility whatever for any property placed in said building, and California State University, Fresno their officers, agents, and employees are hereby expressly relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy of said building, grounds, or any thereof under this permit.
- e. LOST ARTICLES- California State University, Fresno and the University Business Center assume no responsibility for property left in the building by persons attending any performance, exhibition, meeting, or event given or held in the University Business Center. Any items found in the University Business Center will be immediately turned over to the University Police Department for identification by its owner.
- f. SUPERVISION OF CHILDREN- California State University, Fresno and the University Business Center assume no responsibility for the supervision of children at ANY time in which the facility is in use. Therefore, any NON-University persons under 18 years of age MUST be accompanied by an adult at ALL TIMES while occupying the facility. Lack of children supervision MAY constitute removal from facility and will be dealt with on a CASE-BY-CASE basis.

3. RESTRICITIONS, LIMITATIONS ON USE OF UNIVERSITY FACILITIES

- a. California State University, Fresno (the University) facilities may not be used in any manner to involve the University as endorsing an ethic, political, sectarian, or religious position.
- b. University facilities are not available to organizations whose activities discriminate on the basis of race, religion, national origin, ancestry, age, disability, or sexual orientation.
- c. University facilities will not be made available for advocacy directed to inciting or producing imminent lawless action and which is likely to incite or produce such action.
- d. Outside political organizations wishing to hold meetings for the purpose of promoting the programs or campaigns of partisan and recognized candidates may be allowed the use of the University facilities. However, the University values a balance of opinions and will make its facilities available for other viewpoints to be presented.
- e. Advertising, final contracts, and other irreversible pledges must not begin until after the contract for use of the University facilities has been negotiated and finalized by all parties.
- f. Any violation of University regulations, including this policy, shall be sufficient cause for cancellation and/or limitation of the scheduled program.
- g. In providing space to LESSEE, California State University, Fresno does not relinquish the rights to control the management of the buildings or to enforce all necessary and proper rules for management and operations of its facilities and California State University, Fresno reserves the absolute right of its officers, agents, and employees to enter all the premises, at any time, and on any occasion.
- h. Misrepresentation, deceit, or purposely-misleading information is the basis for denial/revocation of event.

4. FIRE, SAFETY AND SECURITY

- a. OBSERVANCE of LAW- All agents and employees connected with the LESSEE'S use of the building shall abide by, conform to, and comply with all laws of the United States and the State of California, all California State University, Fresno rules and ordinances of the City of Fresno, and the policies of the University Business Center for the governance and management of the University Business Center together with all rules and regulations of the State of California. If LESSEE'S attention is called to any violation by LESSEE, LESSEE shall immediately stop such violation and take necessary steps to prevent further violations.
- b. SEATING CAPACITY- LESSEE shall not admit to said premises a larger number of persons than can safely and freely move about in said areas, and the decision of the Director of the University Business Center in this respect shall be final. LESSEE will permit no chairs or moveable seats to remain in any passageway and will keep all passageways clear at all times; no portion of the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets, or ways of access to public utilities of said building shall be obstructed by LESSEE or used for any purpose other than for ingress to and egress from the University Business Center.
- c. All police services desired by LESSEE shall be arranged for by special agreement with California State University Fresno and/ or the University Business Center and shall be paid for by the LESSEE. The University Business Center Director, University Police Chief or designee reserves the right to require the hiring of additional security for events. LESSEE is responsible for all costs.
- d. ELECTRICITY- Electrical connections may be made only upon prior approval of the Director Facilities Planning. All LESSEES electrical equipment shall be properly wired and shall comply with all City and State laws, rules, and regulations.
- e. SMOKING- There shall be no smoking in the University Business Center Facilities.
- f. ANIMALS, BICYCLES, SKATES, SKATEBOARDS AND ROLLERBLADES- Animals are not permitted in university owned buildings except for guide dogs for the blind and companion dogs for the deaf. Bicycles shall be parked only in designated areas in racks provided. Bicycles shall not be brought into buildings. The use or wear of skateboards and skates in university buildings is prohibited.
- g. BUILDING ACCESS- Rental of any or all of the facility does not include access to any office, storage room, or employee lounge. All room set-ups, showing table layouts, risers, food services areas, etc., must be approved in advance by the Director.
- h. PERSONAL PROPERTY- LESSEES, event attendees and other users are responsible, at all times, for their personal property, California State University, Fresno and the University Business Center shall not be held liable for theft or loss of personal property.
- i. There will be no throwing of rice, birdseed, confetti, glitter, or any other such materials.