

**COAST COMMUNITY COLLEGE DISTRICT  
APPLICATION/PERMIT  
FOR USE OF COLLEGE FACILITY  
AND CIVIC CENTER AGREEMENT**

\_\_\_\_\_ College

INSTRUCTIONS: Fill out carefully and legibly all parts of this form. See rules and regulations on reverse side of applicant's copy.

APPLICATION DATE \_\_\_\_\_

ORGANIZATION ("USER") \_\_\_\_\_

PROFIT \_\_ NON-PROFIT \_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

ATTENDANCE (#) \_\_\_\_\_ ADMISSION \$ \_\_\_\_\_

NATURE OF USE \_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

A/V EQUIPMENT REQUESTED? YES \_\_\_ NO \_\_\_

FOOD SERVICE REQUESTED? YES \_\_\_ NO \_\_\_

SETUP REQUIRED? YES \_\_\_ NO \_\_\_

BUILDING/ROOM# \_\_\_\_\_ DAY/DATE(S) \_\_\_\_\_

START TIME \_\_\_\_\_ END TIME \_\_\_\_\_

MISCELLANEOUS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GENERAL CONDITIONS: This Agreement is hereby entered into between Coast Community College District (“District”)and User.

Whereas District is authorized by Education Code, Section 82537 to allow use of its facilities by the general public; and

Whereas User desires to so use these facilities;

and in consideration of the promises made and intending to be legally bound, District and User agree to the terms and conditions as set forth herein and on the back side of this Agreement.

1. District assumes no liability or responsibility for any personal property of User or of its employees, agents, representatives, guests, or invitees brought onto District property during the term of this Agreement.

2. User agrees that in the event that this permit is canceled by User, or due to User’s failure to meet the requirements of this Agreement, refunds will be made only at the sole discretion of District.

3. Changes in date or extension of time shall be made only as specified by the rules governing use of District facilities.

4. **INSURANCE:** User shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. User agrees to name the Coast Community College District and the Coast Community College District Board of Trustees as additional insureds under this policy. Further, the Certificate of Insurance shall provide 30-days prior written notice of cancellation. User also shall secure and maintain workers’ compensation insurance covering all User personnel on District property during the entire term of the agreement, regardless of whether the personnel is employed directly by User. User shall deliver certificate(s) of insurance, along with a copy of the additional insured endorsement, at least 2 working days in advance of the facility use, or the facility permit will automatically be canceled.

5. **RELEASE, Indemnification AND HOLD HARMLESS AGREEMENT:** User accepts premises and adjoining areas on an “as is” basis, and releases, discharges, and shall indemnify, defend, and hold harmless the District, and each of its trustees, agents, employees, and representatives from any and all liability, claims, judgments, or demands, including reasonable attorneys fees and costs, which may arise from all injuries, deaths, and damage to property arising directly or indirectly out of this Agreement, including but not limited to User’s use of the premises and the adjoining areas, including the parking lots, except if due solely to District’s fraud or willful misconduct. **NON-ASSIGNABILITY:**

This Agreement may not be assigned without prior written consent of District, which consent may be withheld by District in its sole and absolute discretion.

6. CHOICE OF LAW AND VENUE: This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.

7. ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waiver of modification of any of the terms hereof shall be valid unless in writing and signed by both Parties.

8. TERMS: 50% of fee payable with application, balance due seven working days prior to use.

PAYMENTS: payable to \_\_\_\_\_.

9. Failure to comply with the terms will be grounds to deny permission.

STATEMENT OF INFORMATION: The undersigned, as a duly authorized representative for User and states that to the best of his/her knowledge, the District property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

This Agreement must be signed by persons authorized to sign on behalf of the Organization and bind the Organization to the terms of this Agreement.

I understand and agree to all rules and regulations in this Agreement.

**Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\*\*\*CAMPUS OFFICE USE ONLY \*\*\*

PERMIT FOR USE GRANTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_

M&O FEES: \$

SECURITY FACILITY RENTAL: \$

R/S Standard Facility Rental Agreement 2009 JL

PE & A DEPOSIT: \$  
DIVISION DEAN CUSTODIAL: \$  
FOOD SERV. SAFETY OFFICER: \$  
OTHER: \$  
TOTAL: \$

Approved by \_\_\_\_\_, FACILITY COORDINATOR

Approved by \_\_\_\_\_, ADMINISTRATOR