

San Bernardino Community College District

COMMUNITY APPLICATION/RENTAL CONTRACT FOR USE OF SBCCD OWNED FACILITIES



- SAN BERNARDINO VALLEY COLLEGE Site:**
701 South Mt Vernon Ave, San Bernardino, CA 92410
- CRAFTON HILLS COLLEGE Site:**
11711 Sand Canyon Road, Yucaipa, CA 92399
- SAN BERNARDINO COMMUNITY COLLEGE DISTRICT Site:**
550 E Hospitality Lane STE 200, San Bernardino, CA 92408
- ECONOMIC DEVELOPMENT CORPORATE TRAINING CENTER Site:**
114 S Del Rosa Ave, San Bernardino CA 92408

Business Services Use Only

This form must be submitted (20) working days prior to date requested.

Today's Date _____

Name of Organization _____

Phone Number Best _____ Evening _____ Cell _____

Person(s) in Charge _____ Email Address _____

Street Address _____

City _____ State _____ Zip Code _____

Facility Desired _____ Time Starts _____ Time Ends _____

Date(s) of requested use _____

Day of week: Mon Tue Wed Thu F Sat Sun (check all that apply)

What is the purposes for the rental/event type? (Describe)

Time the facility is to be opened _____ Time the facility is to be closed _____

Estimated attendance _____ Is this use open to the public? YES NO

Will an admission fees, contributions, or membership dues be collected? YES NO Amount of charge \$ _____

If answer is yes, the net proceeds will be used for _____

If your organization is a Non-Profit Organization: Nonprofit Number _____

STEP UP Requirements: Set-up of Facilities/Special Equipment YES NO

Diagram: (May use additional page if necessary.)

_____ Podium	_____ Platform
_____ # Microphone/PA	_____ Flags
_____ Tables	_____ Computer
_____ Chairs	_____ Power Point Setup (Computer, Screen, Projector)
_____ Other _____	

HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENT

1. The User hereby agrees to indemnify, defend and hold harmless the District and its officers, employees, and agents from any and all losses, damages, claims, liability, expenses or cost arising from any accident or occurrence causing any injury or damage to any person or property (including User's employees or property) relating or attributed to the District's authorization to use the District's facilities.
2. The User's obligation to indemnify, defend and hold harmless as hereinabove provided shall continue notwithstanding the expiration or revocation of the permission to use the District's facilities.
3. The User shall secure and maintain during the duration of this permission to use the District's facilities, public liability and property damage insurance to protect it from claims for damages for personal injury, including death, as well as from property damage which may arise from or which may be alleged to arise from the permission granted by the District. Such insurance shall include public liability insurance in an amount not less than \$1,000,000 for injuries, including death, and property damage as the result of any occurrence and for athletic events no less than \$5,000,000. User's insurance shall be primary. User will list District as additional insured on the user's policy.

Policies or certificate evidencing such coverage shall be filed with the District with in five working days of application submission. The policies shall not be cancelled without ten days notice to the District. The wording on the certificate is to read:

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT IS ADDED AS AN ADDITIONAL INSURED
BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE DISTRICT'S AUTHORIZATION
TO (Policy holder/User's name)TO USE THE DISTRICT'S FACILITIES.**

4. The insurance required hereunder shall not be deemed a limitation on User's agreement to save and hold the District harmless and if the District becomes liable for an amount in excess of the insurance, the User will save and hold the District harmless for the whole amount thereof.

Release and Waiver of Liability and Indemnity Clause

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the San Bernardino College Community College District (hereinafter referred to as SBCCD) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the SBCCD, the undersigned, for himself or herself and any personal representative heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the SBCCD for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonable suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE SBCCD FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE SBCCD, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASE, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the SBCCD, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the SBCCD.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the SBCCD premises or in any way observing or using any facilities or equipment of the SBCCD or participating in any program affiliated with the SBCCD whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about or upon the premises of the SBCCD and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the SBCCD.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement or inducement apart from the foregoing written agreement have been made.

Community Application/Rental contract continued: Page 4 of 4

All facilities use by requester shall be approved by the District Business Manager or designee prior to the commencement of the usage. Your use of District own facilities is not considered valid or approved until you have received a fully expected copy of this document and District has received required deposit stated below or for public entity a valid PO. This form must be **submitted at least 20 working days** prior to the requested date of use. **Revisions, changes, or cancellations** required in writing, at least **5 working days'** notice, prior to the required use. The below signature is subject to all the conditions and fees set forth by Board Policy 6700 governing the use of San Bernardino Community College facilities and to any Special Arrangements or Additional Services Requested:

Please note all fees charged complies with Education Codes 38130 through 38139 and 82537 through 82548

Total Amount Due at Application Approval _____

By Signing below, Request agrees and understands this entire document and it is expressly understood that no requested facility is confirmed without full payment having been received and approval of the San Bernardino Community College District:

Requester's Name or Authorized Agent Name (Type or Print)

Requester's Authorized Agent Signature

Date

Authorized SBCCD District - Business Manager or Designee

Date

Date Approved _____ Date Disapproved _____ Date Rejected _____

Amount Paid _____

OFFICE USE ONLY

Charges are calculated under: Direct Cost or Fair Rental Value

- Basic Rental Fee \$ _____
- Security \$ _____
- Custodial \$ _____
- Grounds \$ _____
- Audio Visual \$ _____
- Setup and Cleanup \$ _____
- Technician \$ _____
- Energy Use \$ _____
- Other _____ \$ _____
- Total Estimated Fees \$ _____

Campus Authorized Agent Name (Type or Print)

Last day to Cancellation Date with no fee

Campus Authorized Agent Signature

Date COI Received

Date