



APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

Applicant's Name _____ Email _____
Organization _____ Phone _____
Mailing Address _____ City _____ State _____ Zip Code _____
Billing Address _____ City _____ State _____ Zip Code _____

Check type of facility and equipment required:

- Lecture Hall Conference Room Classroom Stadium Swimming Pool Main Gym Fields
- Performing Arts Center Campus Center Marquee (separate application required) Other _____

Number of chairs to be rented _____ Number of tables to be rented _____

Additional Needs: _____

Date(s) of use: _____ Start time of event: _____ Estimated end time: _____

Time building is to be open _____ (PAC events: Billing begins a minimum of 1 hour before event starts.)

Performing Arts Center Events: Dates and hours of rehearsals: _____

All Other Events: Dates and hours for set up: _____

Purpose and nature of use _____ PAC Events: Number to call for ticket information _____

Expected attendance _____ Open to public? Yes No Will admission be charged? Yes No

PAC EVENTS: Food and drinks at PAC performances, if any, are provided by the PAC concessionaire, at their sole discretion.

ALL OTHER EVENTS: Will there be food or drinks served at the event? Yes No

Food or Drinks for Stadium events will be provided by the Citrus College concessionaire at their sole discretion.

The undersigned has read the indicated and understands that they are incorporated herein and form a part of the Agreement.

- Rental Terms and Conditions (second and third page (if applicable) of this document)
- Sports Venues Rules for Use http://www.citruscollege.edu/facilities/rentals/Documents/stadium_rules.pdf
- Locker Room Rules for Use <http://www.citruscollege.edu/facilities/rentals/Documents/RulesforUseofLockerRooms.pdf>
- Haugh Performing Arts Rental Rates & Procedures
<http://www.haughpac.com/Documents/2015%20HPAC%20rental%20rates%20and%20procedures.pdf>

The undersigned has read and hereby agrees to the terms and conditions and to abide by and enforce all rules and regulations, including insurance requirements, pertaining to the use of school facilities established by the District's Board of Trustees as set forth in the second and, if applicable, third page (Use by Production Companies for Filming) of this application.

Name of Applicant: _____

Applicant's signature: _____

Date: _____

Name: _____

Its: _____

Do not fill in below this line.

PERMIT FOR USE OF SCHOOL PROPERTY

Facilities approved _____

Dates and hours of use _____

Charge of use _____

Application approved by Citrus Community College District Board of Trustees. Date: _____

Authorized Representative of the Board of Trustees

Applicant's Initials: _____

TERMS AND CONDITIONS OFF CAMPUS GROUPS

All facility usage fees are due and payable 30 days prior to facility usage. If fees are not paid prior to the event, the event shall be considered cancelled, and the venue shall be made available to other users. The District reserves the right to charge an advance deposit and to cancel or change any of the above dates for use of the facilities by the District.

The Applicant agrees to furnish, no later than 2 weeks prior to the activity, such liability or other insurance for the protection of the public and the Citrus Community College District as the District requires. The Applicant shall use reasonable care to prevent damage to the District's facilities or property. The Applicant agrees to reimburse the District for any damage to District facilities or property occasioned by or growing out of the use herein requested. If the Applicant is self-insured, the District shall require the applicant to provide insurance to cover the District for the amount the Applicant is self-insured.

A Certificate of Liability Insurance must be furnished to the District no later than 2 weeks prior to the scheduled event. Such certificate shall carry bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence and name Citrus Community College District as an "additional insured" with respect to the activity in question.

On the day of a rental event, should it be necessary to extend the time beyond that specified in this Application, special permission must be obtained from college personnel. In such instances, additional rental fees will be charged at one and one half times the hourly rate.

Rent shall commence on the date and time indicated on the Agreement or the date when the Applicant first occupies the venue in any way, whichever comes first.

Multiple months use on the request will not be permitted unless approved by the Business Office. If you have separate requests, please use one form for each activity.

A parking permit is required on all vehicles Monday through Thursday all day and Friday until 4:00pm. Parking permits can be purchased from any kiosk on campus.

The Applicant agrees to hold Citrus Community College District, its officers, agents, employees, insurers and indemnitors, if any, harmless from any and all damages, claims and demands whatsoever, including costs and attorneys' fees from any source, including but not limited to, Applicant, including Applicant's employees and agents, and persons on or near the premises by invitation or license of Applicant, arising out of, or in any manner connected with the use of said premises by Applicant, whether due to the alleged condition or maintenance of the premises or to alleged negligence of Citrus Community College District or otherwise. Applicant accepts said premises in the condition in which they are delivered and in reliance upon its own inspection or opportunity to inspect.

Applicant shall comply with all applicable laws, including statutes, regulations, and ordinances.

This Agreement shall, in all respects, be interpreted, enforced and governed by and under the laws of the State of California.

This Agreement sets forth the entire agreement of the parties with regard to the rights and obligations under this Agreement. This Agreement can only be modified or amended by a subsequent written agreement signed by the parties hereto.

Subject to the above Agreement, and in accordance with applicable laws, rules and regulations, this request will be granted by the Citrus Community College District when approved by the Board of Trustees and signed by an authorized representative.

NOTIFICATION OF TAXABILITY OF POSSESSORY INTEREST

"The right to possession of the property leased may subject the lessee to property taxation pursuant to California Revenue and Taxation Code Section 107 and following."

Applicant's Initials: _____

ADDITIONAL TERMS AND CONDITIONS FOR USE BY PRODUCTION COMPANIES FOR FILMING

“Project”: _____

Subject to the terms and conditions as set forth herein, District grants to Applicant (“Producer”) and its employees, contractors, agents, licensees and assigns the right: (a) to enter, remain on and occupy the Citrus College campus (“Property”) during the agreed use dates with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities; (b) to make audio and video recordings (including, without limitation, photographs) on and of the Property; and (c) to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised in such manner and to such extent as Producer may desire, whether or not in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including, without limitation, all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned by Producer.

The rights herein granted include the right to record certain structures located on the Property and the right to record certain activities, conduct, and conditions occurring or existing on the Property, subject to the following restrictions and exclusions (“Restrictions and Exclusions”):

Unless prior written permission is given by the District, Producer is not permitted to record, film, tape, photograph or use any of District’s marks, written signs, or any other material that, directly or indirectly, identifies the District, Citrus College, or any building name, including, without limitation, the following:

- The District’s name or the name of any building on the Property or on District owned or controlled property;
- The words, “Citrus College,” “Citrus Community College,” “Citrus Community College District,” “Fighting Owls,” “Citrus Owls” or any variation thereof used in any fictitious school’s name or when referencing that school;
- References to any fictitious school being located in “Glendora”;
- The colors orange and blue together or any shade of orange and blue together as a fictitious school’s colors;
- Sculptures, statues, or other art of Citrus College’s mascot;
- A school mascot that resembles an owl;
- Citrus College’s clock tower;
- A clock tower that resembles Citrus College’s clock tower; or
- Any other identifiable indicia of Citrus College.

In furtherance of these provisions, Producer and the District shall conduct a site walk where Producer shall describe where it wants to film and which portions of the campus will be shot. The District shall identify each campus feature that may not be filmed or used in any production, including the Project. After the site walk, the District shall provide a list of these identified campus features, which shall become part of this Agreement.

In addition, Producer is not permitted to record, film, tape or photograph the following conduct or activities on the Property or on District owned or controlled property:

- Use of alcohol, illegal drugs or weapons (including firearms and knives);
- Religious propaganda;
- Lewd, vulgar, threatening, or abusive acts or language;
- Nude, sexual, pornographic, obscene images or acts;
- Illegal, dangerous, or violent acts;
- Harassment, discrimination, inflammatory or hateful acts, or content that makes damaging or false statements about others; or
- Any other images or acts of an indecent or immoral nature or that violate federal, state or local statutes, ordinances, or regulations.

In addition, Producer shall not record, film, tape or photograph any of District’s students, faculty, staff, employees, officers or trustees without their written consent. Producer shall defend, indemnify and hold the District harmless from and against any and all claims for violation of this paragraph, including, without limitation, claims for invasion of privacy, appropriation of name or likeness, defamation, false light, libel or slander.

If Producer breaches this Agreement, the District, at its sole discretion, may either: (1) allow Producer to cure the breach, or (2) terminate this Agreement without cost to the District. In the event District decides to terminate this Agreement pursuant to this paragraph, District shall provide (5) days’ prior written notice of its intent to terminate. In the event that Producer allows or permits the distribution, transmission or broadcast of any portion of the Project in violation of any of the Restrictions and Exclusions, Producer shall pay to the District One Thousand Dollars (\$1,000.00) for each calendar day that the prohibited conduct or matter set forth in the foregoing Restrictions and Exclusions is transmitted, broadcast, displayed or exhibited to others, as liquidated damages, and not as a penalty. The parties agree that quantifying losses arising from Producer’s breach of this Agreement concerning the transmission, broadcast, display or exhibition of prohibited matter is inherently difficult to estimate at the time this Agreement is formed. Applicant shall pay such liquidated damages to District without limiting District’s right to terminate this Agreement for breach as set forth herein.

Applicant’s Initials: _____