

PDC Facility Lease Agreement

Return to: PDC Special Events | pdcevents@csusb.edu
(760) 341-2883 ext. 78144 | 37-500 Cook Street, Palm Desert, CA 92211

Name: _____ Title: _____

Organization: _____

Phone: _____ E-mail: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

EVENT/ACTIVITY INFORMATION

Activity Title: _____

Description of Activity: _____

Date(s) of Event: _____

Location Type: ☐ Classroom ☐ Theater/Oliphant Auditorium ☐ Lobby ☐ Outdoor Space

Requested Location(s): _____

Event Start Time: _____ Event End Time: _____

Reserved Start Time: _____ Reserved End Time: _____

Event time is the actual time of your event; reserved time is the time needed before and after setup and cleanup.

Estimated Attendance: _____

Number of Students: _____ Faculty: _____ Off-campus guests: _____

Parking Information:

- ☐ Each attendee will purchase a parking permit ☐ Organizer will pay a flat fee covering all parking

FACILITY AND TECH REQUESTS

PDC Facility Supplemental Form required for Theater or Auditorium reservations.

Facility Requests

- ☐ Room set-up as-is
- ☐ U-Shape
- ☐ Conference Square
- ☐ Lecture (rows of chairs, no tables)
- ☐ Tables (5' x 18"): _____
- ☐ Round Tables (48", seats 4-5): _____
- ☐ Chairs: _____
- ☐ Podium
- ☐ Step and Repeat
- ☐ Trash Cans: _____

Tech Requests

- ☐ Wi-Fi/Internet Access, number of guest access: _____
- ☐ Bluetooth Speaker with mic
- ☐ Teleconferencing
- ☐ Zoom (*or remotely connecting to another meeting/event*)
- ☐ Live Stream
- ☐ Projector
- ☐ Monitor
- ☐ Wireless mouse with laser pointer

(Initial) **I have read and agree to the General Terms and will comply with CSUSB's Facilities Use Policy (page 2-3).**

Lessee Signature

Date

General Terms, CSUSB Facilities Use Policy and Forms Required

EVENT CONFIRMATION

Once we process your request, you will receive (via email) a confirmation of your reservation with a reservation identification number (RID). If you do not receive this confirmation or follow-up communication within 10 working days AFTER submitting your request, please call x78144 to ensure your request was received. For event requests submitted 3-days out please call x78144 directly after submitting your request to confirm receipt. Failure to confirm your request could result in the space being unavailable.

Classroom space reservations are subject to change and are contingent upon the academic schedule.

EVENT CANCELLATION/NO SHOWS/FEES

If you need to cancel your reservation, please call PDC Special Events at 909-537-8144 immediately and email pdcevents@csusb.edu stating that you wish to cancel. Failure to notify PDC Special Events verbally and in writing will result in a cancellation fee.

FEES

Cancellations received with less than 2 working days of your event will result in a fee of \$25, plus any expenses incurred on your behalf.

No-shows will automatically incur a fee of \$50, plus any expenses incurred on your behalf.

A rush fee of \$50 will apply if less than 1 week notice is given for an equipment request.

Additionally, a \$100 rush fee if requests are received with 24 hours' notice or less.

A second delivery fee of \$25 will be applied when additional requests are made on-site.

A clean up fee will apply if rooms are not returned to their original condition. Please note the following items are prohibited:

- Candles
- Glitter
- Sunflower Seeds
- Red Punch
- Paint
- Silly String

Or any other substance that can cause damage to the furniture, carpet, and/or room.

REQUIRED DOCUMENTS & ADDITIONAL INFORMATION

All required documents must be submitted to PDC Special Events by scanning and emailing to pdcevents@csusb.edu or faxing to 909-537-8180.

CERTIFICATE OF INSURANCE - CSUSB campus facility users are REQUIRED to provide a Certificate of Insurance and Endorsement including Auto and Worker's Compensation, which must be submitted to the university PRIOR to the scheduled use/activity. The required insurance MUST provide coverage for: bodily injury, personal injury, and property damage with a \$1,000,000 dollar policy and \$2,000,000 aggregate.

The certificate MUST state, *"The State of California, The Trustees of the California State University, California State University, San Bernardino, and the employees, officers, and agents of each of them are included as additional insureds, but only insofar as the operation(s) under this contract are concerned."*

HOLD HARMLESS AGREEMENT - Hold Harmless Agreement due prior to scheduled use/activity.

Interim Campus Energy Policy - A utility surcharge will be applied to all facilities used "after hours."

Parking – Is enforced 7-days a week. For all off-campus guests, parking arrangements are needed.

Non-Discrimination Certification - If the user is an organization, the requester hereby certifies by his/her signature, that the constitution or the bylaws of the organization that he/she represents do not restrict membership on the basis of color, race, religion, national origin, ancestry, sex, age, or physical handicap.

If you are in need of an accommodation for your disability in order to participate in this event, please contact PDC Special Events at 909-537-8144 at least 72 hours in advance.

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, 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, 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 up to two (2) business days for meetings; 10 business days for all other events via written (email/fax) notice to the other party of this lease.
12. 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 herein provided or sent to the recipient's email address. Notice to the LESSEE shall be addressed to the LESSEE at the LESSEE's address set forth on the signature page hereof or LESSEE's email address which is listed on the signature page. Notice to the STATE shall be addressed to the Ginny Stewart-Hattar, Director, CSUSB Special Events and Guest Services Office: 5500 University Parkway, San Bernardino, CA 92407 or emailed to: stewart@csusb.edu.

13. The LESSEE who signs the form is designated as the responsible party and ensures the requesting organization adheres to all university policies, the safety of the persons attending the event, and the care of the facility. If the requesting group is an organization, the Lessee should be an officer, leader, chairperson, or club advisor of the organization. The Lessee assumes liability of the event. The Lessee, as the responsible party, shall be held responsible for any damages to University property as a result of the event, and guarantees his or her presence throughout the entire event's schedule. The Lessee cannot request a reservation on behalf of another organization or individual; may not sell, sublease, or transfer reservations to another individual or organization; and, must be the primary user of the space for the event.
14. Reassignment of space by the University may be necessary occasionally to accommodate priority University programs. Such reassignment will be determined by Special Events and Guest Services or upon recommendation of the Facilities Use Committee to the Vice President for Administration and Finance.
15. The University has many other policies that an outside organization should be aware of when planning its event. Some of these policies are listed in this section.