

## SAN DIEGO STATE UNIVERSITY

### LICENSE

This license made and entered into, pursuant to Education Code Section 89046, by and between the Trustees of The California State University, hereinafter called the "TRUSTEES" through the President of the hereinafter mentioned State University, hereinafter called the "UNIVERSITY" and the **CALEXICO HIGH SCHOOL** hereinafter called the "LICENSEE".

### WITNESSETH:

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

WHEREAS, under Section 89046 of the Education Code, license agreements of this character are exempt from the requirement of approval by the Director of Finance to an entity such as LICENSEE.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

### SPECIAL PROVISIONS

DATE: February 13, 2018

PARTIES: The TRUSTEES, through the President of the San Diego State University, and LICENSEE,  
\_\_\_\_\_ a government agency.  
 X  a nonprofit, charitable, educational, or character-building organization.  
\_\_\_\_\_ a group or individual for education or noncommercial uses.  
\_\_\_\_\_ other

CO-SPONSOR: N/A

PROPERTY: Rodney Auditorium and one to two classrooms

DATES OF RENTAL: March 3, 17, 24, April 28, May 4, 5, 6

TIMES OF USE: Rehearsal: 3/3, 3/17, 3/24, 4/28 - 9:00 a.m. to 1:30 p.m.  
Rehearsal & Set-up: 5/4 - 4:00 p.m. – 7:30 p.m.  
Performances: 5/5 & 5/6 - 12:00 p.m. – 10:00 p.m.

EVENT DESCRIPTION: Spring 2018 Drama Club Performance

ESTIMATED NUMBER OF ATTENDEES: 1,000

FIXTURES, SIGNS, AND EQUIPMENT WHICH MAY BE PLACED OR ATTACHED TO THE PREMISES: N/A

RENTAL RATE: \$880.00/day x 2 days=\$1,760.00

SPECIAL CHARGES: Facilities Technician: \$900.00      Cleaning Fee: \$700.00      Custodian: \$120.00  
Security Guard: \$352.00      Classrooms: \$990.00

**TOTAL COST OF RENTAL: \$3,000.00 (Discounted rate approved by Maribel Madero, Director of Business & Financial Services).**

**TERMS: Payment due upon receiving invoice.**

## **CONCESSION RIGHTS**

Aztec Shops controls the sale of food, beverage, and resale merchandise anywhere on the UNIVERSITY campus. No outside catering or concession is permitted on campus. Licensees wanting to sell, rent or otherwise distribute concessions-related goods, products or services must contact the Aztec Shops Concessions at 619-594-4632 at least two weeks prior to the first day of use of UNIVERSITY facilities to inquire about terms and conditions of said sales.

## **GENERAL TERMS**

- (1) LICENSEE agrees to pay as rental for the said property an amount computed for the term of this license 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.
- (2) LICENSEE shall use the said property only for the purpose specified in the Special Provisions.
- (3) 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 service 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 during the term thereof.
- (4) LICENSEE must notify and gain approval from UNIVERSITY for all proposed sponsors of the event. The UNIVERSITY has entered into exclusive arrangements with vendors that do not permit the use of advertisement of competing products.
- (5) LICENSEE may not make alterations of, place, or attach, any fixtures, signs or equipment in, about, or on, the said property except those alterations, fixtures, signs, and equipment described in the Special Provisions. Any fixtures, signs and equipment provided shall remain the property of LICENSEE and shall be removed by them from said property prior to the termination of this agreement. LICENSEE, if required by the TRUSTEES, shall upon the expiration of this agreement or renewal thereof, restore said property to the same condition as that existing at the time of entering upon the same under this license, reasonable wear and tear, and damages by the elements or by circumstances over which LICENSEE had no control, excepted.
- (6) UNIVERSITY-owned furniture or apparatus may not be removed or displaced by LICENSEE or any agency, employee, or invitee of LICENSEE without permission of the TRUSTEES. LICENSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the TRUSTEES immediately after the event or occasion for which the property is used.
- (7) LICENSEE shall not violate nor suffer to be violated any federal or state law, local ordinance, or rule of the TRUSTEES or of the UNIVERSITY. This Agreement is enacted under the procedures and policies prescribed for the California State University. Any dispute arising under the terms of this agreement will be resolved in accordance with, and under the jurisdiction of, the laws of the State of California.
- (8) It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said property or any party 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) LICENSEE 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 LICENSEE of the said property.
- (10) It is mutually understood and agreed that this license is not assignable by LICENSEE either in whole or in part, nor shall LICENSEE 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 license.

- (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. Notice to LICENSEE shall be addressed to them at the address set forth on the signature page hereof. Notice to the TRUSTEES shall be addressed to the President of the UNIVERSITY at the address set forth beneath his signature on the signature page hereof.
- (13) The UNIVERSITY reserves the right to cancel any outdoor event as a result of inclement weather, or field damage. LICENSEE will be notified as far in advance as possible, within at least 48 hours.
- (14) No armed or private police will be permitted at any event on campus regardless of the sponsor.
- (15) All co-sponsored activities will require University Staff to supervise or open/close facilities unless otherwise agreed to by the Associate Vice President, Business Enterprises.
- (16) LICENSEE shall furnish a certificate of insurance to TRUSTEES with amounts of public liability insurance of not less than \$250,000 for each person, \$1,000,000 for each occurrence and property damage of at least \$100,000 OR a combined single limit policy of not less than \$2,000,000 naming the State of California, its officers, agents and employees as additional insureds; it is agreed that TRUSTEES shall not be liable for the payment of premiums or assessments on the insurance coverage required by this paragraph. The certificate of insurance shall provide that the insurer will not cancel the insured's coverage without fifteen (15) days prior written notice to TRUSTEES.

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

**CALEXICO HIGH SCHOOL**

Carlos M. Alvarado Chavarin or designee  
901 Andrade Ave.  
Calexico, CA 92231  
Phone: (760) 768-3888 x 3005  
Fax:

By: \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY AND COLLEGES**

c/o San Diego State University-IV Campus  
720 Heber Avenue  
Calexico, CA 92231-2403  
Phone: (760) 768-5670  
Fax: (760) 768-5632

By: \_\_\_\_\_

Martin Muñoz Careaga  
Director of Business Enterprises  
San Diego State University

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