

FACILITY USE LICENSE AGREEMENT

Licensee: _____

This grant of license agreement is made and entered into by and between the CSU Fullerton Auxiliary Services Corporation ("ASC") and the undersigned licensee ("LICENSEE").

WHEREAS, ASC finds that the property of the _____ is not needed for ASC purposes at the time or times covered by this license, and finds that this license will not interfere with the requirements of ASC; and

WHEREAS, LICENSEE desires to utilize that property;

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

I. GENERAL TERMS

1. ASC, for and in consideration of the licenses hereinafter expressed, hereby grants to LICENSEE permission to enter and have limited use of the facilities and property of ASC described in the Special Provisions, for the term, and at the times, therein specified. No estate in real property is conveyed by this license.
 - 1.1 If the parties hereto wish to extend or alter this license or further provide for goods or services consonant with it, such arrangements must be confirmed in a written Addendum signed by both parties and thereby becoming a part of this license. No oral agreement shall be binding.
 - 1.2 Possessory Interest. The Orange County Assessor may value the possessory interest created by this License. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The licensee is obligated to pay this property tax, and failure to do so may be considered a material breach of this Grant.
2. LICENSEE agrees to pay as rental for said property an amount set forth in the Special Provisions, plus any special charges specified therein, payable on the date or dates set forth therein.
 - 2.1 If needs of any kind are subsequently identified, ASC may elect, but is not obligated, to meet them, and will be reimbursed by the LICENSEE for doing so.
3. LICENSEE shall use said property only for purposes specified in the Special Provisions.
 - 3.1 LICENSEE shall supply, upon request by ASC, any and all information deemed by ASC to be relevant to LICENSEE'S use of said property.
 - 3.2 Unless permitted in the Special Provisions, no advertising or statements of LICENSEE or its employees or agents shall suggest sponsorship or endorsement by ASC departments or any of its affiliates, and LICENSEE shall clearly indicate its sponsorship of the events and activities. LICENSEE shall ensure that all media announcements, interviews, and so on, acknowledge that participants are using the facilities of ASC and California State University Fullerton ("Cal State Fullerton"). The ASC reserves the right to review in advance, and approve or reject, all such materials. LICENSEE shall include in its location credits: "CSU Fullerton Auxiliary Services Corporation" and "California State University Fullerton." No additional or special credits are needed in this regard.
 - 3.3 Except as specified in the Special Provisions, or in prior written arrangements with ASC, LICENSEE shall have no rights to radio broadcasting, live television, transcriptions, or

recording rights. LICENSEE shall be responsible for all related negotiations, permits and payments.

4. LICENSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about, or upon said property except those described in the Special Provisions, or subsequently approved in writing. Any fixtures, signs, and equipment provided by LICENSEE shall remain the property of LICENSEE and shall be removed by LICENSEE from said property prior to the termination of this license. LICENSEE may be required by ASC, upon expiration of this license, or renewal thereof, to restore said property to the same condition as that existing at the time of entering this license, with reasonable wear and tear excepted.
5. ASC-owned furniture, or apparatus, may not be removed or displaced by LICENSEE or any agent, employee, or invitee of LICENSEE without permission of ASC. LICENSEE shall cause any furniture or apparatus displaced, damaged, or lost, to be replaced or repaired to the satisfaction of ASC immediately after any event or occasion for which the property is used by LICENSEE.
6. LICENSEE shall not knowingly violate, nor suffer to be violated, any federal or state law, local ordinance, or rule or policy of ASC, and shall secure all applicable permits and clearances.
 - 6.1 LICENSEE shall: (1) maintain order and provide protection for persons and properties; (2) shall not permit a breach of peace or any act which might endanger life, limb, health or property; and (3) upon determination of necessity by ASC at any time, shall provide or increase the number of police/security personnel, at LICENSEE's sole expense. LICENSEE shall be responsible to supervise all personnel whom LICENSEE hires, and all media representatives. ASC reserves the right to eject, or cause to be ejected, any objectionable person or persons. Neither ASC nor its officers or employees shall be liable to LICENSEE for consequent damages.
 - 6.2 LICENSEE covenants that during the performance of this License, LICENSEE shall not deny the License's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, or physical or mental disability. In addition, LICENSEE shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. LICENSEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
7. It is understood and agreed that ASC and their agents shall have the right to enter 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 ASC.
 - 7.1 It is agreed that this license is subject to a declaration of Civil Defense need, state or national emergency, or prior ASC need, and that nothing in this license may prevent ASC from using any portion of its real property not specified in the Special Provisions. LICENSEE'S right to the use of any property shall cease upon written notice by ASC to LICENSEE that the property is needed for the exclusive use of ASC to meet unanticipated demands of its educational objectives.
 - 7.2 LICENSEE agrees to so organize its activities as to cause as little disruption as possible to other uses of adjacent areas and not to interfere in any way with the regular operations of ASC.
8. LICENSEE agrees to indemnify, defend and hold harmless ASC, the State of California, CSU Fullerton, their trustees, officers, agents, employees, and volunteers, from any and all loss, damage, or liability that may be suffered or incurred by ASC, their officers, agents, employees, or volunteers caused by, arising out of, or in any way connected with the performance of this license or the use by LICENSEE of the said property, excepting any liability arising out of the sole negligence of ASC, their officers, agents, employees or volunteers.

9. LICENSEE shall maintain in full force during the term of this license, and all extensions, the following insurance (at the stated minimums) by a carrier with an A.M. Best rating of A:VII or higher:

General Liability: Comprehensive or commercial form with limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate, and a policy endorsement.

Business Automobile: Liability: Minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 Each Accident, and a policy endorsement.

Both the general liability and business automobile policy endorsements shall contain the following language: *“CSU Fullerton Auxiliary Services Corporation, The State of California, the Trustees of the California State University, CSU Fullerton Auxiliary Services Corporation, and the officers, employees, volunteers and agents of each of them are additional insureds.”* Each endorsement must show coverage for Ongoing Operations or “Your Work”.

Workers Compensation: As required under California State Law with Employers’ Liability limits of not less than \$1,000,000.

If applicable, LICENSEE shall ensure that its subcontractors are covered by insurance of the same types required under this license and that the amount of insurance for each subcontractor is appropriate for that subcontractor’s work. LICENSEE shall not allow any subcontractor to commence work on its subcontract until the required insurance has been obtained.

All certificates of insurance issued to ASC require written notice be provided should any of the policies be modified or cancelled before the expiration thereof, and that notice will be delivered in accordance with the policy provisions.

10. It is mutually understood and agreed that this license is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE license or sublet any part of the said property.
11. This license may be terminated by mutual consent in writing, or upon definition by ASC of misrepresentation by LICENSEE, or of LICENSEE'S failure to perform promptly and as required by this license, or upon definition by ASC of academic or administrative necessity or other good cause, or by either party for any reason upon at least thirty (30) days’ written notice to the other party. ASC shall have final authority over use of its property.
- 11.1 LICENSEE may provide, without penalty, a cancellation notice to ASC more than thirty (30) days' in advance of a particular date of use.
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 the LICENSEE at LICENSEE'S address set forth on the signature page hereof. Notice to ASC shall be addressed to the Business and Financial Services Department of ASC.
13. ASC reserves the right to postpone or cancel any event if, at the sole discretion of ASC, weather conditions, field conditions, or other unforeseen circumstances or occurrences, including but not limited to, fire, casualty, strikes, labor disputes, war, acts of God, or other events of force

majeure, render fulfillment of the license difficult or impossible to perform.

14. LICENSEE shall conform to any specific safety requirements contained in the license or as required by law or regulation. LICENSEE shall take any additional precautions as the ASC may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this license.
15. To the extent not inconsistent with applicable federal law, this license shall be construed in accordance with, and governed by the laws of, the State of California.
16. Fees due to ASC for use of ASC property by LICENSEE, as specifically described in the Special Provisions, shall payable by check payment only, to "CSU Fullerton Auxiliary Services Corporation." Payment of fees shall be due no later than twenty-four (24) hours prior to the event date, as applicable.
17. This license can be amended at any time by mutual agreement of both parties in writing.

II. SPECIAL PROVISIONS FOR FILMING AND/OR PHOTOGRAPHY

It is mutually agreed between the parties hereto that:

1. ASC or CSU Fullerton shall not be identified in motion pictures as the "fictitious site" of this film or story, whether by name, or by identifiable object or site, or by implication or association. However, ASC shall receive film credit for its cooperation, and as a site, in the production of this film, and the wording of any credit or attribution to ASC shall require advance written approval of ASC. References to ASC are normally to "CSU Fullerton Auxiliary Service Corporation" unless otherwise approved in advance. Separately, the LICENSEE shall receive appropriate film credit for any of its assistance, if applicable.
2. ASC is not required to recruit, and is not a participant in recruiting, any models or persons used by Licensee in filming or related activities. Any persons recruited by an ASC employee for such purposes shall have been recruited by that person acting in a private capacity and not as an agent of ASC.
3. LICENSEE shall supply electricity for all cameras, equipment, and lighting being used, unless otherwise provided for in the Special Provisions section of this agreement, as set forth below.
4. LICENSEE, under ASC supervision, shall completely restore and return facilities to their original state, immediately upon completion of filming.

LICENSEE AND ALL AUTHORIZED REPRESENTATIVES OF SUCH SHOULD CARRY A COPY OF THIS PAGE WHEN USING APPROVED PROPERTY OR FACILITIES AND MUST BE PRESENTED TO AN ASC OR CSU FULLERTON REPRESENTATIVE UPON REQUEST.

SPECIAL PROVISIONS

1. PROPERTY OR FACILITIES (and ASC -owned fixtures/equipment included):

TUCKER WILDLIFE SANCTUARY

[] With lights [] Without lights [] Regular Operating Hours [] Non-Operating Hours

3. TERM :

Date: _____ Time Start: _____ Time End: _____

2. RENTAL RATE:

Facilities Use Coordination Fee: _____

Cast & Crew Fee: _____

TOTAL RENTAL RATE: _____

3. Special Charges, if any:

4. Date rental rate, and any special charges, are payable (at least 24 hours prior to event date): _____

5. NAME OF EVENT AND PURPOSE FOR WHICH PROPERTY WILL BE USED:

6. LICENSEE COORDINATOR: _____ Phone: () _____ - _____

7. ALTERATIONS PERMITTED AND OTHER AGREEMENTS: _____

8. ATTACHMENT(S): _____

9. ASC APPROVAL RECOMMENDED BY: _____

IN WITNESS WHEREOF, this Grant of License by ASC has been executed by the parties hereto as of the date below.

For LICENSEE:

By _____ Date: _____

Print Name: _____

Title: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

For ASC:

CSU FULLERTON AUXILIARY SERVICES CORPORATION

By _____ Date: _____

ASC's Project Authorized Signer

By _____ Date: _____

ASC Executive Director / Chief Financial Officer or Designee