

FACILITY USE PERMIT APPLICATION AND FACILITY LICENSE AGREEMENT
FOR USE OF UC SANTA CRUZ FACILITIES AND VENUES
BY OUTSIDE PERSONS, ORGANIZATIONS OR GROUPS

Complete the following steps to obtain UC Santa Cruz campus approval of your event:

1. Fill out this FACILITY USE PERMIT APPLICATION completely and review the terms of the FACILITY LICENSE AGREEMENT. For a complete step by step and link to this form, go [here](#).
2. Obtain an Event Holder CERTIFICATE OF INSURANCE (see requirements in Exhibit A Insurance Requirements for UC Facility Use)
3. Obtain a Campus Sponsor for your event.
4. Real Estate Services, with the assistance of campus partners will then review your application. This includes review by Campus Police and Campus Fire and coordination with Transportation and Parking Services and Grounds Services. Once review is satisfactorily completed, and subject to any other conditions described herein, the University will sign the Facility License Agreement and your event date will be confirmed.
5. Upon approval of your application you will be required to submit the Facility Use Permit Fee in the amount of \$300.00. Please submit your payment [here](#) (Step 6 on our 'How to' page).
6. After receipt of all acceptable certificates of insurance and the confirmation of payment, you will be issued an EVENT PERMIT. This permit must be on-hand for the duration of your event.

FACILITY USE PERMIT APPLICATION

APPLICANT INFORMATION

Name/Names:

Phone Number:

Email:

Address:

Sponsor:

Sponsoring UCSC Department:

Sponsor Phone Number & Email:

DESCRIPTION OF INTENDED ACTIVITIES

Event Name: _____

Event Date: _____

Hours of set-up and take-down: _____

Hours of Event: _____

Description of Event: _____

Number of Anticipated Guests/Participants: _____

Transportation Arrangements: _____

Event Location (UCSC Venue/Facility/Etc.): _____

Convenience Arrangements (Porta-Potty, Etc.): _____

EVENT VENDORS

All vendors must be approved at least 60 days prior to your event. Provide the names of proposed event vendors below, including but not limited to caterers, event coordinators, etc. A CERTIFICATE OF INSURANCE will be necessary for all proposed vendors.

Name of Vendor

Type of Vendor

Attach additional sheet if necessary

FOOD AND ALCOHOL

If serving food or alcohol at your event, review and complete Addendum 1 and submit with Application. If yes to any of the following, Addendum 1 is hereby incorporated into this Agreement.

	YES	NO
Will food be served at your event?		
Will Alcohol be provided and/or served?		
Will your event be open to the general public?		
Will alcohol be sold to guests/participants?		
Will there be a charge for admittance?		

If alcohol is served at event, HOST LIQUOR LIABILITY and LIQUOR LEGAL LIABILITY will also be required (see requirements within Exhibit A Insurance Requirements for UC Facility Use and for the Vendor Agreement).

If alcohol will be sold, or if the event is open to the public, an application with the Alcohol and Beverage Control Board will be required. See Addendum 1 for additional information and requirements related to alcohol.

OPEN FLAME

	YES	NO
Will there be any open flames or outdoor cooking?		

Number of open flame/cooking devices: _____
 Type of open flame/grill (charcoal, propane, etc.): _____
 Type of food to be cooked: _____

MAP/ROUTE

	YES	NO
Is your event a Run, Walk or Riding event?		
If yes, have you attached a map or the intended route?		

Description of route and event set up location: _____

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 Facility License Agreement starts on NEXT PAGE

FACILITY LICENSE AGREEMENT

This Facility License Agreement (the "Agreement") is effective as of the latest date of execution set forth below ("Effective Date"), is made by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (the "University"), on behalf of its Santa Cruz campus ("UCSC") and _____ (the "Applicant" or "Event Holder"), as described below:

RECITALS

A. **WHEREAS**, The University is the owner of certain real property located in the County of Santa Cruz, State of California,

B. **WHEREAS**, the Applicant desires to hold an event on University property and obtain an Event Permit;

C. **WHEREAS**, the University agrees to grant Applicant a license in the form of an Event Permit, subject to the conditions as set forth in this Agreement and in accordance with the terms set forth in the Applicant's Facility Use Permit Application, the terms of which are expressly incorporated into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

1. **Conditions of Use:**

- 1.1 **Trash:** Event Holder shall be responsible for general clean up, including placing all trash and recyclables in the appropriate receptacles. Applicant to coordinate with Real Estate Services concerning trash and recycling needs and costs.
 - 1.2 **Number of Participants:** Event participants must not exceed the number listed on Event Holder's Facility Use Permit Application.
 - 1.3 **Time of Event:** Event must take place within the approved time frame listed on the Facility Use Permit Application.
2. **Indemnification:** Applicant shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the use of University facilities or arising out of the activity/event listed in the Facility Permit Application, including but not limited to any liability, loss, expense, or claims for injury or damages arising from Applicant's vendors supplying or providing services at the activity/event, and including but not limited to the failure to comply with any and all applicable municipal, county, state and federal laws and regulations, except to the extent such liability, loss, expense or claims result from the sole negligence of UCSC, its officers, agents and/or employees.
3. **Insurance:** Applicant is required to maintain insurance to cover the period of use and shall submit a certificate(s) of insurance that complies with the requirements outlined in Exhibit A.

4. **No Transfer or Assignment**: This Agreement is personal to Applicant. Any attempt to transfer or assign shall automatically terminate the Agreement.
5. **Proof of Permit**: Applicant shall be responsible for having a copy of all approved permits and certificates of insurance readily available throughout the event solely responsible for securing any required approvals, permits and authorizations from the University and any federal, state or local agencies to conduct the above-described event.
6. **Compliance with Law**: Applicant shall comply with all applicable state and federal laws, regulations, local statutes, ordinances and University policies. Applicant is responsible for determining the necessity of seeking approval from any University departments or offices.
7. **No Interference**: Applicant and applicant's event and guests shall not interfere with the normal operation and activities of the University or University facilities. Applicant shall conduct its activities to avoid damage to University property and inconvenience to the University, its agents, employees and invitees.
8. **As-Is**: Applicant acknowledges and agrees that they are accepting use of the Event Location "as-is" without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from, or on behalf of, the University.
9. **Non-Smoking Facility**: Smoking and all other tobacco and marijuana use is prohibited on all University property. The use of marijuana is prohibited under federal regulations.
10. **Accessibility**: Applicant shall be responsible for all accessibility accommodations.
11. **Animals**: Dogs and all other animals are prohibited on University property, with the exception of Service Animals and Emotional Support Animals, in accordance with applicable laws and policies. If Applicant or a participant at Applicant's event will have a Service or Emotional Support Animal present at the Event, applicant shall notify the University in advance and have documentation of status for review upon request. Applicant shall be liable for any and all damage caused by animal(s).
12. **Decorations**: Applicant shall be responsible for removal of all decorative items.
 - 12.1 **Open Flames Prohibited**: Decorations must be fire-proof or flame retardant. Open flames are prohibited.
 - 12.2 **Signs and Banners**: Directional signs and banners are prohibited on all University property and roadways. However, Applicants may coordinate with Real Estate Services to order official directional and other signage through the Sign Shop. For athletic events, Applicant shall be responsible for coordinating with the University to have signage providing two weeks public notice of the event at Applicant's sole cost. All signs must be removed within 72 hours of event end.
13. **Parking**:
 - 13.1 **University parking is limited and carpooling is encouraged.**
 - 13.2 **Applicant is encouraged to visit the University Transportation and Parking Services web page.**

- 13.3** All vehicles parked without a valid, University-issued parking permit during enforcement hours are subject to citation. Permit requirements and enforcement hours posted at parking entrances and at [TAPS.ucsc.edu/pdf/parking-map.pdf](https://taps.ucsc.edu/pdf/parking-map.pdf). For assistance with planning, information and services to facilitate proper permits, parking recommendations, parking staff and more please email taps@ucsc.edu.
- 14. Skateboards:** Skateboards, skates, hoverboards and any other similar recreational devices are prohibited. Violations will result in a \$150 fine.
- 15. Repair and Restoration:** If Applicant, its guests, agents or contractors cause any damage to University Facilities, or to University infrastructure, other property or improvements (collectively "Property") in connection with the exercise of this Permit, the University reserves the right to perform such repair and restoration as University deems necessary in its sole and absolute judgment. Applicant shall reimburse University in full for any and all expenses associated with such repair and restoration within five (5) business days of receipt of a written statement of such expenses from University.
- 16. Breach and Cure:** In the event that the Applicant breaches any of its obligations under this Agreement the University shall provide written or verbal notice specifying the nature of such breach, as soon as it is reasonably practical after the time of such breach. Applicant shall cure such breach as soon as practicable. If Applicant fails to cure such breach within a reasonable time, as solely determined by the University, the University shall have the right to terminate this Agreement immediately by written or verbal notice of termination. University shall have all rights and remedies available under California law including, but not limited to, actions for damages and revocation.
- 17. Force Majeure:** Neither party shall be liable for non-performance or delays due to catastrophic causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, power outages, and unusually severe weather), provided, however, that a lack of funds shall not be interpreted as a cause beyond the reasonable control of that party.
- 18. Governing Law and Venue:** California law will control this Agreement. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in state court in Santa Cruz County, California.
- 19. Authority.** If Event Holder is a corporation, trust, limited liability company, general or limited partnership, or any other form of entity, each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity.
- 20. Rules of Use Related to COVID-19.** Applicant shall be bound by the terms and rules of use related to the COVID-19 pandemic mitigations which are set forth in Exhibit B & C, attached hereto for reference.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES:

Applicant

By:

Authorized Signature

Print
Name:

Title:

Date:

**The Regents of the University of California, on
behalf of its Santa Cruz campus.**

By:

Authorized Signature

Print
Name:

Title:

Date:

ADDENDUM 1

FOOD AND ALCOHOL ADDENDUM
TO THE FACILITY USE PERMIT APPLICATION AND FACILITY AGREEMENT

This Addendum is to be used in concurrence with the Facility Use Permit Application and Facility Agreement for all University events where food or alcoholic beverages will be served.

SECTION 1: EVENT INFORMATION

Event Holder Name: _____

Third Party Food Vendor/s _____

Event Location/Facility: _____

Event Date: _____

SECTION 2: FOOD

Will Food be served at your event? _____ YES _____ NO.

If you marked yes, complete and sign this section.

1. Will an outside third-party vendor such as a caterer be responsible for providing food or food service? _____ YES, _____ NO
2. Will food be served from a vehicle? (food truck, pop-up, etc.) _____ YES, _____ NO If yes, additional coordination will be required with Real Estate Services.
3. Will there be outdoor cooking of food? (grill, pizza oven, etc.) _____ YES, _____ NO If yes, additional coordination will be required with Real Estate Services.
4. If food is catered by a third-party vendor, Event Holder agrees that Event Holder is solely responsible for ensuring vendor compliance with terms and conditions of this Addendum.
5. Event Holder agrees that perishable foods will be kept at a proper temperature (below 41°F for above 135°F). Event Holder will limit "open service" to two hours. Event Holder will provide temperature maintenance (e.g. food will be kept on ice or in covered heated chafing dishes) for food left out more than two hours.
6. Event Holder agrees to wash and replace any utensils and wares that are used.
7. If the Event will last longer than one day Event Holder agrees that food will be stored and utensils washed and sanitized in accordance with best practices and applicable laws, regulations and standards.

Signature: _____
Event Holder

Date: _____

SECTION 3: ALCOHOLIC BEVERAGES

Will Alcoholic Beverages be served at your event? _____ YES _____ NO.

If you marked yes, complete and sign this section.

1. Alcohol will be served by: _____ Event Holder _____ Third-Party Vendor

2. Event Holder agrees that Event Holder is solely responsible for ensuring their compliance and any Third-Party Vendor compliance with all applicable laws, regulations, University policies, and Department of Alcoholic Beverage Control (ABC) regulations concerning providing alcoholic beverages.
3. Event Holder agrees that alcohol WILL NOT be served to: (1) persons under 21 years of age, and (2) any visually intoxicated person.
4. Consumption of alcoholic beverages will not be the main focus of the event and Event Holder agrees that non-alcoholic beverages will be available during the event.
5. There will be no sale of alcoholic beverages unless Event Holder secures all applicable ABC permits for the specific event. Event Holder agrees to work directly with Event Coordinator or RES in order to satisfy ABC requirements.
6. Event Holder will maintain liquor liability insurance in a form acceptable to the University (see Insurance Requirements for UC Facility Use form).

Signature: _____
Event Holder

Date: _____

EXHIBIT A

Insurance Requirements for University Facility Use

Any Event Holder (outside person or non-UC group) using any University facilities and their vendors (Vendors) providing goods or services for the event must each maintain, throughout the period of such use and at their sole cost and expense, a policy or policies of general liability insurance protecting the University from any and all claims, demands, judgments, awards and lawsuits arising out of use of University facilities. Event Holders and Vendors are required to provide acceptable Certificates of Insurance as evidence of insurance coverage.

The following are the minimum insurance requirements that apply to the Event Holder and Vendors:

- General Liability each occurrence \$1,000,000
- General Aggregate \$2,000,000
- Damage to Rented Premises \$300,000
- Medical Expense \$5,000 per person Personal
and Advertising Injury \$1,000,000
- Products and Completed Operations Aggregate \$2,000,000
- Auto Liability \$1,000,000 for all owned, hired and non-owned vehicles Workers'
Compensation – Statutory Limits/ Employers' Liability \$500,000

If Alcohol is being provided or served at the event, then these additional insurance requirements apply:

- Host Liquor Liability: \$1,000,000, to be maintained by the Event Holder
- Liquor Legal Liability: \$1,000,000 when a Vendor will be serving the alcohol and/or if alcohol is for sale

All Certificates of Insurance issued to the University by the Event Holder and by the Vendor must:

1. Require advance written notice to the University in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage;
2. Indicate that The Regents of the University of California are an additional insured for general, automobile and liquor liability;
3. Include a waiver of subrogation for General Liability, Host Liquor Liability, Liquor Legal Liability and Workers' Compensation in favor of The Regents of the University of California.
4. Include certification that the General Liability coverage contains a Severability of Interest provision and shall be primary insurance as respects the University, its officers, agents and employees, and that any insurance or self-insurance maintained by the University shall be excess of and non-contributory with such insurance.

I. ADDITIONAL REQUIREMENTS FOR EVENT HOLDERS (APPLICANT)

Certificates of Insurance presented by Event Holders must include the following information:

1. Applicant name
2. The event or type of use of campus facilities (ride, run, wedding, conference, lecture etc.)
3. The date(s) of such use or event

4. The University Department/Unit sponsoring the event or approving the use of the facility or space.
5. Event Holder must produce their Certificate of Insurance at the time they submit their PermitApplication.

II. ADDITIONAL REQUIREMENTS FOR VENDORS ONLY

Certificates of Insurance presented by Vendor must meet the requirements of either A or B:

- A. If the Vendor has not entered into the UC Santa Cruz Vendor Access Agreement for Non-Affiliated Events agreement, then the Certificate of Insurance must include the following information:
 1. Applicant name
 2. The event or type of use of campus facilities (wedding, conference, lecture etc.)
 3. The date(s) of such use or event
 4. The UCSC Department/Unit sponsoring the event or approving the use of the facility or space.

The Vendor must present the Additional Insured – Designated Person or Organization Endorsement naming both The Regents of the University of California and the Event Holder.

- B. Certificates of Insurance supplied by Vendors, when entering into a UC Santa Cruz Vendor Access Agreement for Non-Affiliated Events agreement must specify that the insurance covers the Vendor’s performance of service at all events held at all University properties and name The Regents of the University of California as an additional insured.

The Event Holder is required to obtain Certificates of Insurance from all Vendors. Certificates of Insurance must be submitted to the facility coordinator or to the Real Estate Office no later than 60 days prior to your event date.

It is at the sole discretion of the University to determine the acceptability of any insurance policy or Certificate of Insurance. If any insurance policy or Certificate of Insurance is deemed inadequate, in the University’s sole discretion, then the Event Holder and/or the Vendor may be denied use of, or access to, the facility or space. Failure of the University to enforce the insurance requirements in no way limits the liability of the Event Holder or Vendor, nor does it serve to waive, reduce or in any way change the insurance requirements.

EXHIBIT B

The University of California, Santa Cruz, has implemented the Event, Meeting and Visitor COVID-19 Protocol, ("COVID-19 Protocol"), available at <https://slugstrong.ucsc.edu/assets/images/Event-Meeting-and-Visitor-COVID-19-Protocol.pdf> in keeping with the University of California's SARS-CoV-2-Vaccination Policy, available at https://policy.ucop.edu/doc/5000695/SARS-CoV-2_Covid-19, (the "Vaccination Policy").

Supplier will ensure any of Supplier's employees, agents, subcontractors, or assigns who access the University campus or University-owned facilities in-person in order to provide services under this Agreement are compliant with the University Vaccination Policy and COVID-19 Protocol, including submitting a daily symptom check (https://ucsantacruz.co1.qualtrics.com/jfe/form/SV_24vMSiDcxZp6VRX), wearing an approved face covering in all indoor spaces (regardless of vaccination status), and following all other University COVID-19 campus mitigation requirements.

Applicant shall use reasonable care and diligence in its activities and shall perform all work in a safe and proper manner so as to interfere as little as possible with University's operations and/or the operations of surrounding UC Santa Cruz campus.

UNIVERSITY MAKES NO WARRANTY WITH RESPECT TO THE SAFETY OF THE PROPERTY, VENUE, OR EVENT WITH REGARD TO ANY INFECTIOUS DISEASE.

Anyone who enters the campus in association with this Agreement must adhere to the campus and applicable governmental COVID mitigation requirements, which minimally includes those outlined here:

<https://slugstrong.ucsc.edu/news-and-updates/>

If Applicant's event is covered by CDPH or CDC guidelines, Applicant must additionally adhere to the California Department of Public Health guidelines found [here](#) at the following CDC website:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/HomeAndCommunity.aspx>

Additionally, every guest, vendor and invitee of Applicant one must complete a daily symptom checker before entering the campus, every time they enter the campus, questions attached as Exhibit C, or use UCSC Visitor COVID-19 Symptom Check Questionnaire at the following website:

https://ucsantacruz.co1.qualtrics.com/jfe/form/SV_24vMSiDcxZp6VRX

EXHIBIT C



UCSC Visitor COVID-19 Symptom Check Questionnaire

If you are planning to visit UCSC facilities today and do not have access to this Questionnaire online, please use this form to complete the UCSC Visitor COVID-19 Symptom Check Questionnaire, prior to entering the UCSC facility.

Your health-related responses to your Questionnaire will not be shared with anyone. The campus COVID-19 Symptom Check Officer and the Workers' Compensation Office, as applicable, may review the "Not Cleared to enter UCSC facilities" certification for the purpose of COVID-19 exposure notification, contact tracing or Workers' Compensation claims, as applicable. Responses will be purged after 60 days.

When you complete the UCSC Visitor COVID-19 Symptom Check Questionnaire, please call the person that you are visiting and apprise them if you are "Cleared" to enter the UCSC facility or if you are "Not Cleared" to enter the UCSC facility.

[COVID-19 Privacy Policy](#)

*Denotes a required field

1. Your Name*

2. Your Email*

3. Please indicate the location you will visit today: *

4. Are you meeting with a specific UCSC faculty, staff, or a student? *

- Yes
- No

5. Primary contact while visiting UCSC facilities today. *

a. Name: _____

b. Email: _____

6. Have you experienced any of the following symptoms in the last 48 hours? *

Do NOT report symptoms if either of the following statements is true:

a. You have chronic conditions (e.g. migraines) and experience symptoms in this screening identical to your usual symptoms

OR

b. You have consulted with a health care provider and they have cleared you.

Any deviation from your usual symptoms that has not been cleared by a health care provider must be reported.

Have you experienced any of the following symptoms in the last 48 hours? *

Fever or chills

Cough

Shortness of breath or difficulty breathing

Fatigue

Muscle or body aches

Headache

New loss of taste or smell

Sore throat

Congestion or runny nose (unrelated to seasonal allergies)

Nausea or vomiting

Diarrhea

Yes, I DO have symptoms

No, I DO NOT have any of these symptoms (except as excluded in 6 a. or 6 b. above)

7. Have you taken any medication for COVID-Like symptoms in the past 48 hours? *

- a. Yes
- b. No

8. Within the previous 14 days, are you aware of being exposed to anyone who has been confirmed to have COVID-19 or anyone who is experiencing the symptoms of COVID-19? *

- Yes
- No

9. Have you received a positive test result for COVID-19 in the past 14 days? *

- Yes
- No

Clearance Status:

1. If NO to ALL questions:

- a. You are "Cleared to enter UCSC facilities."
- b. The clearance is active for 1 day.

2. If YES TO ONE or more of the symptom questions:

- a. You are "Not Cleared to enter UCSC facilities."
- b. The CDC recommends that you contact your medical provider, or go to your local Emergency Department if symptoms warrant.
- c. Do not enter UCSC facilities until you have consulted with a medical professional.

Safe Practices Reminder:

Please remember, for your safety and the safety of others, symptom checking should be combined with frequent hand washing, face covering, 6-foot social distancing and limiting indoor exposure to others to less than 10 minutes.