

**M. Gordon Clarke Field House/University Student Union
Request for Facility Use**

Full Name of Organization/Department _____

Title of Event _____ Date of Event ___/___/___

Day of Event: M T W Th F S Su

Second Date Choice _____ Expected Number of Attendees _____

Who will attend _____

Event Start Time _____ am/pm Event End Time _____ am/pm

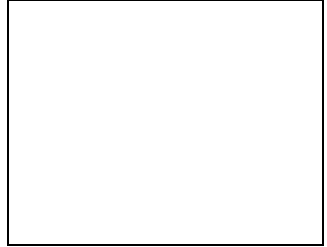
Will the Event Require Additional Set-Up/Clean-Up Time? Yes / No

If Yes, specify type and time required _____

Specific Room/Space Requested _____ Second Choice _____

Contact/Responsible Person _____ Phone _____

Second Phone _____ Fax _____ Email _____



Type of Set-Up:	Meeting Room (Standard for Conference Rooms)
*Classroom	Round Tables (Standard for Sulpizio Family Grand Salon)
*Cleared Room	*Open Square (Not available in Sulpizio Family Grand Salon)
*Lecture	*Other _____
	<i>*Additional charge applies for set-ups other than standard</i>
Audio/Visual Needs** (specify quantity needed of each)	
(Each room is equipped with Map Rails and Dry Erase Boards for no additional charge)	
Fixed Mic _____	Hand Held Mic _____
Overhead Projector _____	Lavalier Mic _____
Smart Technology _____	Podium _____
Other _____	TV/VCR/DVD _____
	Additional Chalk/Dry Erase Board _____
	Easel _____
**Rental Fee may apply; Items listed are in the CFH/USU Inventory; IITS rates apply for all other equipment.	
Diagram attached?	Yes / No
Fund raiser?	Yes / No
If yes, is admission being charged?	Yes / No
CSUSM parking permits needed? (fee applies)	Yes / No
Audio / visual technician required? (fee applies)	Yes / No
Food served?	Yes / No Hot / Cold (Caterer must be approved by Foundation)
Alcohol served?	Yes / No (Approval must be obtained from President prior to submitting this form)
If yes, will there be anyone in attendance under 21 years old?	Yes / No
Speaker?	Yes / No (Service Contract must be signed with University)
Will your event be attended by off-campus Guests?	Yes / No
Is this event advertised to the General Public?	Yes / No

The undersigned affirms that s/he has read and agreed to the General Terms (on back of pink copy) for use of the Clarke Field House/University Student Union. The undersigned agrees to abide by University and CFH/USU policies. The undersigned is authorized to make facility requests on behalf of the sponsoring organization/group and understands that s/he and the organization may be held responsible for any violation of University and/or CFH/USU policies or General Terms.

Organizer/Responsible Person's Signature _____ Date _____

On-Campus Group Organization Fund # _____

Authorized Signature for Organization Fund _____

Event Coordinator Use Only
Space held: (pending official University approval)

GENERAL TERMS FOR

M. GORDON CLARKE FIELD HOUSE/UNIVERSITY STUDENT UNION

REQUEST FOR FACILITY USE

SCHEDULING

The Event Coordinator publishes an annual calendar of periods of space unavailability and priority scheduling deadlines.

PERIODS OF UNAVAILABILITY

Clarke Field House/University Student Union (CFH/USU) facilities, in particular conference rooms, may not be available for scheduling during the student priority scheduling week of each semester.

DEADLINES

Requests by University Students or University or Auxiliary Employees or Recognized Affiliates: A CFH/USU Request for Facilities Use (CFH/USU RFU) made by a member of the campus community for an event on campus must be made at least three (3) weeks before the date of first use. Submittal of a CFH/USU RFU and the initial assignment of a location (property) by the Event Coordinator does not grant use of the facilities. Written or electronic confirmation of the request will be made by the Event Coordinator after University review of the request.

Requests by Non-University or Non-Auxiliary Individuals: A CFH/USU RFU must be made in writing by an individual or group that is not a member of the campus community no less than six (6) weeks prior to the first date requested. Upon approval of the FH/USU RFU, a license agreement may be initiated at the University's discretion. Submittal of a RFU and the initial assignment of a location (property) by the Event Coordinator does not grant use of the facilities. Written or electronic confirmation of the request will be made by the Event Coordinator after University review of the request.

DEFINITIONS

1) Property. Organizer understands and agrees that, for purposes of this document, University property may be property which is controlled, administered, owned, or leased by the State of California and is held in trust by the Trustees of the California State University, or may be property which is controlled, administered, owned, or leased by an Auxiliary of the University. All references to University property in this document shall mean the property requested and/or authorized for use by the requestor.

2) University and Clarke Field House/University Student Union. All references in this document to University shall be interpreted to mean the State of California, the Trustees of the California State University, The California State University, California State University San Marcos, and the M. Gordon Clarke Field House/University Student Union.

3) Auxiliary. All references to Auxiliary shall be interpreted to mean any legal corporation of the State of California recognized as an Auxiliary by the University (examples of such corporations include Associated Students, Inc., the CSUSM Foundation, and the San Marcos University Corporation).

TERMS & CONDITIONS FOR USE

1) Agreement: Failure to comply with any or all of these terms may result in denial of requests for future use of University property.

2) Charges: Event Organizer (Organizer or the Organizer's parent organization/department) agrees to pay as rental for the use of University property an amount based upon the current rental rate for the property specified and all other charges deemed appropriate, reasonable and necessary by the University and/or its Auxiliaries. (A list of estimated costs, by location and service, will be published annually.) These charges may include but are not limited to, costs for police security, insurance, event set-up and take-down, excess utility usage, custodial and maintenance work, etc. An estimate of charges will be provided to Organizer prior to final approval of the request.

3) Condition of Property: Organizer agrees to vacate the property at the time specified in the CFH/USU RFU and to leave the property in the condition in which it was found before the Organizer's event.

4) Utilities: The University agrees to furnish all necessary utilities for the property, including heat, water, and also electricity except when such service cannot be supplied for causes beyond the control of the University, 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 University if the failure or defect cannot reasonably be remedied in time for use during the term hereof. At no time will the University be held liable for failure to provide utilities which are not currently installed or easily accessible to the property.

5) Use: Organizer shall only use the property for the event and activities stated on the CFH/USU RFU. Organizer shall not violate nor suffer to be violated any federal or state law, local ordinance or rule or policy of the University and/or Auxiliary.

6) Right of Entry: Organizer understands and agrees that the University 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 the University.

7) Indemnification & Hold Harmless: Organizer agrees to indemnify and save harmless the University, their Trustees, officers, agents, employees, and duly authorized volunteers from and against any and all claims, damages, losses, and expenses including attorney fees arising out of the use by Organizer of said property caused in whole or in part by any negligent act or omission of the Organizer, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the University. Organizer also understands and agrees that the University is hereby relieved of any liability if unable to meet the responsibilities of the CFH/USU RFU because of any Act of God, riots, strikes, or any act or order of public authority. If such acts or conditions occur, the University is not liable for damages which Organizer might suffer. Organizer also understands under such circumstances Organizer will be required to resubmit a new CFH/USU RFU in order to reschedule the event.

8) Right of Assignment/Sublet: Organizer understands and agrees that this CFH/USU RFU is not assignable by Organizer, in whole or in part, nor shall Organizer sublet any part of said property.

9) Termination: This agreement may be terminated by either party upon thirty (30) days written notice to the other party of this agreement. The University, as necessitated by its

priorities, any act or order of public authority, and/or Trustees' injunction, may terminate this agreement without due notice.

10) Addresses for Notices: 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 and postage prepaid, or inter-campus mail for University organizations, and addressed as herein provided. Notice to Organizer shall be addressed to them at the address shown on the CFH/USU RFU. Notice to University shall be addressed to the Event Coordinator, M. Gordon Clarke Field House/University Student Union, Cal State San Marcos, San Marcos, CA 92096-0001.

11) Financial Responsibility. If for any reason Organizer or University terminate this agreement at any time, Organizer is solely responsible for any expenses Organizer incurred arising from this CFH/USU RFU and/or Organizer's planned event, either owed to University or another. At its discretion, University may waive or reduce monies owed to University by Organizer for any of the charges referred to in item 1. Pursuant to state regulations, in no instance may University make a gift to Organizer of monies actually expended by University arising out of Organizer's request to use University property.

12) Security. The University reserves the right, through its Chief of University Police, to determine what, if any, security measures are necessary for each event. All costs related to event security, including but not limited to police officer presence, are the responsibility of the Organizer.

13) Insurance. Organizer, at Organizer's own expense, may be required to furnish an endorsement, with a certificate of insurance, amending Organizer's general liability insurance to name "the State of California, the Trustees of The California State University, the Auxiliaries of California State University San Marcos, and each of their Trustees, officers, agents, employees, and duly authorized volunteers" as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of said property provided for Organizer's use. In general, a combined single limit policy of not less than \$1,000,000 of Commercial General Liability Insurance or other form with a general aggregate of not less than \$2,000,000 is preferred. However, the University may, at its sole discretion, require increases to the coverage limits, require the purchase of Special Events Insurance, request proof of minimum State of California worker's compensation coverage, and/or appropriate and adequate auto insurance, or may otherwise adjust this requirement within reason based upon the event activities and attendees. The endorsement shall provide that the insurer will not cancel the insured's coverage without 15 days prior written notice to the University.

AGREEMENT

BY ORGANIZER SELECTING "SUBMIT" ON THE CFH/USU RFU, ORGANIZER ACKNOWLEDGES AND AGREES:

a) that Organizer has read and understands these General Terms of Request for Facilities Use; and

b) that Organizer is authorized to obligate the resources of the Organization/Organizer named on the CFH/USU RFU; and c) that if Organizer in any way misrepresents their authority stated in b), that Organizer accepts personal liability for all of the above.