

INTERIM COMMUNITY MEDIA CENTER FACILITY USE AGREEMENT

This Community Media Center Use Agreement (the "Agreement"), effective March 1, 2010 through February 28, 2011, is entered into by and between the City of Hayward ("City"), a municipal corporation of the State of California, and Chabot-Las Positas College Community District ("Chabot"), a California community college district, who agree as follows:

RECITALS

WHEREAS, Comcast and AT&T ("State Franchisees") have each been granted a state franchise to provide video services in the City of Hayward pursuant to the California Digital Infrastructure and Video Competition Act ("DIVCA"). In the past, pursuant to obligations contained in the now-expired local franchise agreement between the City and Comcast, public access equipment, facilities, and services were provided by Comcast or its predecessors-in-interest that owned the cable system serving Hayward. Pursuant to state and federal law, a government access channel is and has been managed by the City of Hayward, and an educational access channel is and has been managed by Chabot.

WHEREAS, as a result of DIVCA, Comcast no longer has the direct responsibility for providing public access equipment, facilities, and services. However, DIVCA provides that certain channel capacity and funding shall be provided by State Franchisees for public, educational, and government ("PEG") access.

WHEREAS, the City and Chabot are collaborating to establish a nonprofit community access organization ("CAO") that will manage PEG access channels and operate a Community Media Center ("CMC") to be located on the Chabot College campus in Hayward, California. Until such time that the CAO is established and funded and in an effort to create a more stable interim environment for public and government access, the City and Chabot are entering into a one-year agreement, pursuant to which Chabot will make its studio and other facilities available for public and government access purposes.

WHEREAS, Chabot controls that certain real property commonly known as the Television Studio, located at 25555 Hesperian Boulevard, Building 100, Rooms 124A, 124B, and 124D, Hayward, CA. 94545 (referred to herein as the "Property").

WHEREAS, Chabot wishes to enter into this Agreement with the City, pursuant to which a portion of the Property (see Exhibit A) will serve as an Interim CMC for PEG access production and programming.

NOW THEREFORE, Chabot and the City agree as follows:

AGREEMENT

1) Term of Agreement. Chabot hereby grants to the City the right to occupy and use the Interim CMC for PEG access production and programming for a period of one year, commencing upon the effective date of this Agreement.

2) Rent. The City shall pay Chabot monthly rent ("Rent") for the Interim CMC in the amount of \$9,750.00 (\$117,000.00 per annum).

The Rent shall be inclusive of utilities, janitorial services, maintenance services, telephone, Internet, video and equipment use, and PEG services.

The initial Rent shall be due and payable upon the effective date of this Agreement and shall thereafter be due and payable on the first day of each month. If this Agreement is terminated, the monthly rent shall be pro-rated to the date City surrenders possession of the Property to Chabot.

3) Use: The Property shall be used as an Interim CMC for operating and conducting therein a PEG access production and programming facility. The Interim CMC shall be equipped with video and electronic media production equipment consistent with that identified in Exhibit B for use by and the benefit of the residents of the City of Hayward, the students and staff served by Chabot and other educational institutions in the City of Hayward, representatives of local governmental agencies that serve Hayward and other eligible users as defined by the City (collectively the "Eligible Interim CMC Users"). Chabot shall not be liable for an interruption or failure of the above facilities which occur for reasons other than the gross negligence or willful misconduct of Chabot, its agents or employees. Neither Chabot nor City shall not use or allow the Interim CMC to be used in violation of any law or ordinance. The Interim CMC shall be maintained by Chabot in a clean and sanitary manner and in compliance with all applicable laws, ordinances, rules, and regulations.

4) Access to Interim CMC. The Interim CMC shall be used for both PEG access, as set forth in Paragraph 3 above, and Chabot teaching purposes. If City personnel are assigned to the Interim CMC, they shall have 24-hour access to the Property and the Interim CMC except during campus closures related to safety and/or emergency. The Interim CMC shall remain closed to Eligible Interim CMC Users on holidays, but designated City personnel shall have access to the Property and the Interim CMC on holidays if necessary to the operation of the Interim CMC. City personnel and all users of the Interim CMC shall follow and be subject to the security procedures and other rules for use of the Property as set forth in Exhibit C.

5) Hours of Operation. Eligible Interim CMC Users shall be permitted access to the Property approximately 30 hours per week, Monday through Saturday (excluding holidays), with specific hours to be determined. Some Sunday access may be scheduled for eligible interim CMC users by Chabot in consultation with the City. Chabot personnel shall be present at all times the Interim CMC is open to Eligible Interim CMC Users. Nothing in this Agreement requires the City to assign personnel to staff the Interim CMC.

6) Utilities. Chabot shall provide and be responsible for all utility charges including gas, electricity, telephone, garbage, janitorial services, and other public utilities for the Interim CMC during the term of this Agreement. Access to utilities (e.g. telephone, etc.) may be limited by Television Station personnel and/or other Chabot officials.

7) Security System. The parties agree to cooperate and coordinate with each other regarding the use of the Property's security system within the Interim CMC.

8) Repairs, Maintenance and Upkeep. During the term of this Agreement and any renewal or extension thereof, Chabot shall keep the exterior roof, interior and exterior painting and cosmetic appearance, electrical system, plumbing, heating, ventilating, air conditioning, structural supports, and foundation of the building of the Property and the Interim CMC in good repair at its own cost and expense. City agrees, however, that its personnel shall:

- a. Place all waste in the waste receptacles provided by Chabot for removal from the premises;
- b. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises;
- c. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the Property, Interim CMC, or other premises of Chabot, or knowingly permit any person to do so;
- d. Conduct itself in a manner that will not disturb Chabot, its students, faculty, staff and their business invitees of peaceful enjoyment of the Chabot premises;

- e. Make no alterations, changes, repairs or replacements in the buildings of the Property and the Interim CMC, or the furniture or furnishings contained therein, without obtaining the prior written consent of Chabot; and
- f. Enforce Chabot's no smoking policy within the building(s) subject to this Agreement.

Should City unreasonably fail to comply with any or all of the foregoing conditions, Chabot may immediately terminate this Agreement.

9) Surrender. On termination of this Agreement as hereinafter provided, the City shall promptly surrender occupation of that portion of the Property designated for the Interim CMC in as good condition as it was on the date of this Agreement, reasonable wear and tear and damage by the elements or fire or any casualty beyond the control of the City excepted.

10) Parking. Eligible Interim CMC Users will comply with all Chabot College parking regulations and fees.

11) Accessibility. The Interim CMC shall be accessible to Eligible Interim CMC Users at all times during which the Interim CMC is open for operation pursuant to Paragraph 8 above.

12) Signs: Chabot shall erect and maintain signage which clearly identifies the Interim CMC location to Eligible Interim CMC Users.

13) Liability and Indemnification. Governmental Code Section 895.2 imposes certain tort liability jointly upon public agencies solely by reason of such public agencies being parties to an agreement as defined in Government Code Section 895. Therefore, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, each assumes the full liability imposed upon it or any of its officers, agents, representatives or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve this purpose, each party shall be responsible for any and all claims, demands, loss or liability as a result of or arising out of the negligence of that party, its officers, agents, employees, or guests. In the event that any claim, demand, loss or liability arises out of the negligence of both parties; each party shall be responsible based upon its proportionate share of negligence. The City shall defend, indemnify, and hold harmless Chabot, its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney fees and costs arising out of the use of the Interim CMC which may be caused in whole or in part by any act or omission of the City, or which otherwise may be incurred by Chabot solely by virtue of Governmental Code Section 895.2. Chabot shall likewise defend, indemnify, and hold harmless the City, its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney fees and costs arising out of the use of the Interim CMC which may be caused in whole or in part by any act or omission of the Chabot, or which otherwise may be incurred by City solely by virtue of Governmental Code Section 895.2.

14) **Insurance.** Without limiting the above indemnification provision and during the term of this Agreement, the parties shall obtain and maintain, and shall require any subcontractors to obtain and maintain, liability insurance coverage as provided for below. During the term of this Agreement, each party shall list the other party as additional named insured on its respective comprehensive liability insurance policy insuring the City and Chabot against claims and liabilities arising out of the operation, condition, use, or occupancy of the Property for the purposes of the Interim CMC and all areas appurtenant thereto, including parking areas. Each party shall list the Interim CMC as a sponsored activity of that party under its respective insurance coverage.

- a. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a two million dollar (\$2,000,000) general aggregate policy. Upon the effective date of this Agreement, each party shall deliver to the other party a certificate of insurance evidencing the existence of the policy required hereunder and stating that such policy shall:
 - i. State the coverage is primary to and not contributing with any other insurance or self-insurance programs maintained by the other party, and shall be provided and maintained at the party's own expense.
 - ii. Contain a cross liability endorsement; including a separate endorsement naming the other party as an additional insured.
 - iii. At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, each party shall deliver to the other a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this paragraph.
- b. Not be canceled or altered without thirty (30) days prior written notice to the other;
 - i. State the coverage is primary to and not contributing with any other insurance or self-insurance programs maintained by the other party, and shall be provided and maintained at the party's own expense.
 - ii. Contain a cross liability endorsement; including a separate endorsement naming the other party as an additional insured.
 - iii. At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, each party shall deliver to the other a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this paragraph.
- c. The parties mutually agree to notify one another of any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against any of the parties, and, of any actual third party claim or lawsuit arising from or related to services under this Agreement.
- d. Each party shall obtain and maintain Workers Compensation Insurance for its respective employees and agents during the coverage term of this Agreement in conformance with the laws of the State of California and applicable federal laws. Both parties agree to provide one another a workers compensation certificate of insurance upon request.

15) **Property Insurance.** At its own cost and expense during the term of this Agreement, Chabot shall keep its property located in the Interim CMC insured for its full replacement cost against loss or destruction by fire and the perils, including special causes of loss, commonly covered under the standard special form policy in the county where the Property is located. Upon the effective date of this Agreement, Chabot shall provide the City with a certificate of insurance indicating the existence of insurance as described herein. Further, should any of the subject policies be canceled before the expiration date of said certificate, Chabot shall require its insurer to mail written notice to the City; provided, however, failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

16) Destruction. Should the Interim CMC area of the Property be damaged or destroyed during the term of this Agreement, the party responsible for same shall promptly repair or replace the damaged or destroyed portions to the extent not covered by proceeds of any applicable insurance of the responsible party. Should any equipment be destroyed, either party shall replace the equipment to the extent not covered by proceeds of any applicable insurance of the responsible party.

17) Licenses and Permits. City represents and warrants to Chabot that, to the extent it is required to do so, City and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to conduct the activities contemplated in this Agreement. City represents and warrants to Chabot that City and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to conduct the activities contemplated in this Agreement.

18) Compliance with Law. Each party agrees that it will meet all Federal, State, County and City laws and regulations so far as applicable to its obligations under this Agreement. Each party further agrees that it will comply with all reasonable orders and directives of appropriate agencies and to satisfy any such directives from such agencies to meet obligations under this Agreement.

19) Independent Contractor Status. The parties hereby acknowledge that they are independent contractors. As such, each party shall be liable for any debts, obligations, acts and omissions relating to its own agents, representatives, students or employees, including the deduction of all federal, state and local income taxes, social security, FICA and other charges, if any, to be deducted from the compensation of its employees. Furthermore, in no event shall this Agreement be construed as establishing the relationship of agent, servant, employee, partnership, joint venture, association or any similar relationship between the parties hereto. As independent contractors, each party will be solely responsible for determining the means and methods for performing the services described herein. Each party understands and agrees that other party is engaged in an independent business or enterprise and the party shall have no right to direct or control in any way or to any degree the manner of other party's performance hereunder. Each party further understands that it is not authorized and shall not make any agreement, contract or representation on behalf of the other party or create any obligation, express or implied, on the part of the other party.

Neither Chabot nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of City as a result of this Agreement. Furthermore, each and every person employed by Chabot who is providing services to City under this Agreement shall, at all times, remain an employee of Chabot. Chabot employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from City, nor shall they be entitled to overtime pay from the City. City will make no State or Federal unemployment insurance or disability insurance contributions on behalf of Chabot and/or its agents or employees. Neither Chabot nor its employees shall be included in any bargaining unit or have any property rights to any position, or have any of the rights that an employee of the City may otherwise have in the event of termination of this Agreement.

Neither City nor any of its agents, representatives, or employees shall be considered agents, representatives, or employees of Chabot as a result of this Agreement. Furthermore, each and every person employed by City who is providing services to Chabot under this Agreement shall, at all times, remain an employee of City. City employees shall not, at any time, or in any way, be entitled to sick leave, vacations, retirement, or other fringe benefits from Chabot, nor shall they be entitled to overtime pay from the Chabot. Chabot will make no State or Federal unemployment insurance or disability insurance contributions on behalf of City and/or its agents or employees. Neither City nor its employees shall be included in the classified or faculty service, have any property rights to any position, or have any of the rights that an employee of the Chabot may otherwise have in the event of termination of this Agreement.

20) Default. Upon any default by any party in the performance of any of its duties and obligations contained herein and as may otherwise be required by law, the other party shall have all of the rights and remedies which may be provided by law.

21) Non-Waiver. No delay or omission to exercise any right, power, or remedy accruing to a party upon any breach or default by the other party to this Agreement shall impair such right, power, or remedy of the non-defaulting party; nor shall such delay or omission be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring; nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Agreement must be in writing. All remedies either under this Agreement or by law afforded to any party hereto shall be cumulative and not alternative or exclusive.

22) Amendment. This Agreement may be amended or modified only by a writing executed by each of the parties hereto.

23) Attorneys Fees. The prevailing party in any dispute under this Agreement is entitled to recover reasonable attorney's fees and costs.

24) Termination. This Agreement may be terminated as follows: (a) by mutual written agreement of the parties; (b) the conclusion of the initial term, or any extension thereof; (c) the termination of the Agreement without cause upon 10 days' written notice; or (d) immediately upon the breach or default by either party of any of the terms, obligations or covenants of this Agreement, which is not waived in writing by the non-defaulting party.

25) Successors. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Chabot, respectively.

26) Time of Essence. Time is expressly declared to be of the essence in this Agreement.

27) Entire Agreement. This instrument constitutes the entire Agreement between the City and Chabot regarding the Interim CMC.

28) Notice. For the purposes of this Agreement, any notices required to be given to the parties hereto shall be given in writing and by personal service or by first class mail, postage prepaid, at the addresses hereinafter set forth after the signature of each party, or to such other addresses as each party may substitute by notice to the other. Notice shall be deemed complete upon personal service or, if by mail, five (5) days after the date of the postmark thereon.

29) Non-Assignment. No party shall assign this Agreement or any right or privilege any party might have under this Agreement without the prior mutual written consent of all parties hereto, which consent shall not be unreasonably withheld, provided that the assignee agrees in a written notice to all parties to carry out and observe each applicable party's agreements hereunder.

30) Non-Liability of Officials. No officer, member, employee, agent, or representative of either party shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

31) Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

32) Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Any photocopy of this executed Agreement may be used as if it were the original.

Notices shall be addressed as follows:

TO City:
District:

ATTN:

District

TO Chabot-Las Positas Community College

ATTN:

Lorenzo Legaspi
Vice Chancellor, Business Services
Chabot-Las Positas Community College

5020 Franklin Drive
Pleasanton, CA 94588
Tel: (925) 485-5203
Fax: (925) 485-5255

Hayward, California

IN WITNESS WHEREOF, the parties, through their authorized representatives, affix their signatures to this Agreement.

THE CITY OF HAYWARD:
COLLEGE DISTRICT

CHABOT-LAS POSITAS COMMUNITY

APPROVED AS TO FORM:
MICHAEL S. LAWSON
City Attorney

APPROVED AS TO FORM:

Attorneys for Chabot-Las Positas
Community College District

Maureen A. Conneely
Assistant City Attorney

REX RANDALL ERICKSON
Law Firm of Zampi, Determan & Erickson LLP

Attest:

City Clerk

EXHIBIT A

Community Media Center ("CMC") Floor Plan

PEG Agreement Exhibit A

TV Studio Floor Plan,

(Rooms 124A, 124B, and 124D - first floor - building 100 - Chabot College)

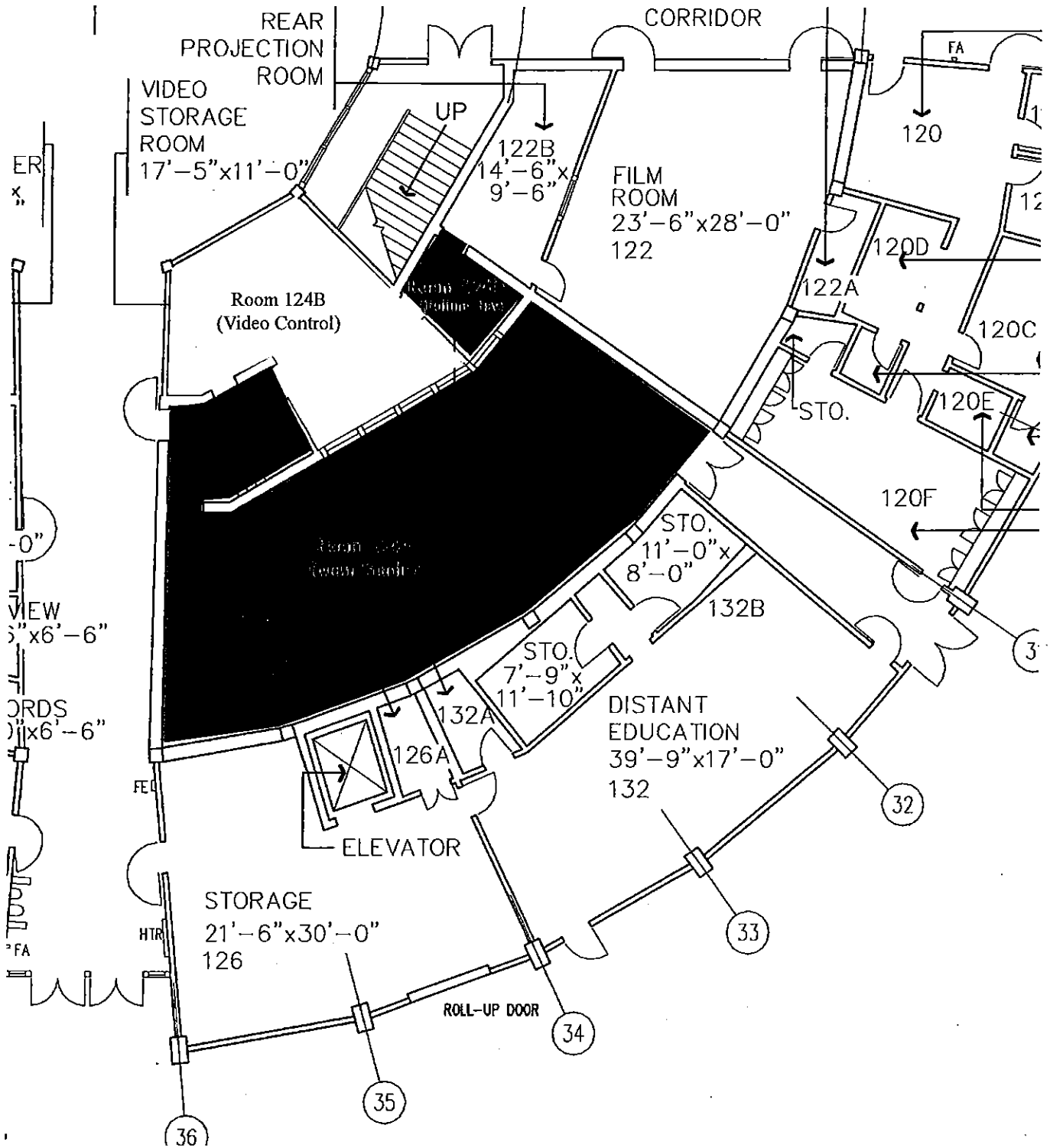


EXHIBIT B

Video and Media Production Equipment List

PEG Agreement Exhibit B

Item#	Description	Qty	Location
1	JVC KY-19 3-CCD Camera	3	Studio
2	Misc. Filter screens, Scrims, Lighting Cutouts; Various Sizes/Colors)	various	Studio
3	Listec Teleprompters with LCD Monitors	2	Studio
4	Gateway Teleprompter Computer with Joystick	1	Studio
5	Vinessence Florescent Studio Lights with Stands	4	Studio
6	Libec Matthews Pedistal Tripods (P-100)	2	Studio
7	Studio Ceiling Lighting Grid	1	Studio
8	Multi-purpose C-Stands	6	Studio
9	Studio Monitor Speaker	2	Studio
10	Custom Semicircular Green Screen Cyclorama	1	Studio
11	Sony ECM 44B Lavelear Microphones	4	Studio
12	Sony ECM 50 and 55PS Lavelear Microphones	3	Studio
13	Senhausser Boom Microphones (Long)	4	Studio
14	Senhausser Boom Microphone (Short)	1	Studio
15	ClearCom Wireless Headsets & Receivers	5	Studio
16	Clearcom Wireless Headset Battery Packs	5	Studio
17	Misc Furniture for Sets	various	Studio
18	Shure Condenser Microphone (SM56)	1	Studio
19	Audio Technica Condenser Microphone (ATK66)	1	Studio
20	Mobile Production Switcher & Monitor System	1	Studio
21	Sony 1000 HD Studio Video Camera	1	Studio
22	APC Battery Backup Unit	1	Production Control
23	Broadcast Pix Graphics/Effects/Character-Generator	1	Production Control
24	Broadcast Pix Video Switcher (Model 5000)	1	Production Control
25	Clear Com Studio Intercom Camera-toCamera Communication system (IF-4B)	1	Production Control
26	ClearCom Wireless Intercom Receiving System (WBS 670)	1	Production Control
27	Denon Professional Quality CD Player (CN-C630; with Auto-Cue)	1	Production Control
28	Inscriber Graphics/Effects/Character-Generator Software	1	Production Control

PEG Agreement Exhibit B

29	JBL Contrl Room Monitors (Control 5; with amplifier)	2	Production Control
30	JVC Camera Control Units (RM-P200)	3	Production Control
31	Mackie 16-Channel Audio Mixer (CR1604-VLZ)	1	Production Control
32	Monochrome Preview Monitors (WV-BM 990)	2	Production Control
33	Nady Six-Channel Microphone/Line Mixer (RMX-6)	1	Production Control
34	Panasonic VHS Player/Recorder (AG-7350)	1	Production Control
35	Pioneer Professional DVD Player (V7400)	1	Production Control
36	Sharp 47" HDMI Monitors (LC-46265U)	2	Production Control
37	Sony 1000 Camera Control Unit	1	Production Control
38	Sony Digital Video Camera Playback Unit (DSR-1800)	1	Production Control
39	Video Editing Systems (Apple Macintosh; Final Cut Pro)	3 Stations	Production Control
40	Sony 14" Monitors (PVM-14M2U)	2	Master Control
41	Gateway Editing Computer & Monitor (w/ Adobe Production Suite)	1	Master Control
42	APC Power Back-Up Control Unit (SU-24XLBP2U)	1	Master Control
43	APC Power Backup System Slaves (SU-24XLBP2U)	3	Master Control
44	Sony 3/4" Recorder/Player (Dubbing; VO9600)	1	Master Control
45	Alesis Audio Compressor (3630)	1	Master Control
46	Leightronics Server Controller/Channel Scheduling System (TCD-V3)	1	Master Control
47	360 Max Three-Channel Video Server (MAXX 400)	1	Master Control
48	Leaming Industries Stereo Generator (MTS-2B BTSC)	2	Master Control
49	Optimod-TV Multiband Compressor (8182A)	1	Master Control
50	Dorrogh Audio/Video Signal Stength/VU Monitor (1800)	1	Master Control
51	Power-Vu Sattelite Receiver (Community College Satelite Network; D9834)	1	Master Control
52	General Instrument Satelite Receiver/Decoder (PBS; 650I)	1	Master Control
53	Cisco Router (AT&T U-Verse System; 2821)	1	Master Control
54	Inlet Technologies Decoder/Encoder (AT&T U-Verse)	1	Master Control
55	Panasonic VHS Recorder/Player (AG-2550P)	2	Master Control

EXHIBIT C

Chabot College Policies and Procedures

(C1: *Facilities Rental Policy* and C2: *Facilities Rental Procedures*)

Community Relations

A. Access and Use of Property and Facilities

1112 Use of District Facilities *

General Policy

The Board of Trustees of the Chabot-Las Positas Community College District recognizes that the availability of its facilities is an important service to the residents of the District's communities. While it is the policy of the Board to encourage full use of College facilities by community groups at such times as they are not required for educational programs, it is also the policy of the Board that such usage must be on a cost-reimbursement basis.

The Fee Schedule must be approved by the Board of Trustees and is included in the Administrative Rules and Procedures.

The use of District facilities by community and college groups shall be granted under the provisions of the Education Code, Sections 82537-82548 in accordance with Administrative Rules and Procedures which implement this policy.

Community Relations

Administrative Rules and Procedures

1112 Use of District Facilities

1. Use of Chabot College Facilities

Priorities for Use of Facilities

The following guidelines and procedures will be issued to assist the public with access to the District's facilities and to ensure that both the needs of the community and College may be reasonably met whenever economic and space availability permit.

To provide for maximum use of College facilities by the community and to minimize the potential for conflict, the following priorities are established:

- a. First priority is reserved for the College's educational program and for College-sponsored events.
- b. Second priority will be given to local public agencies and schools and colleges when the purpose of the use is educational.
- c. Third priority will be given to youth groups, civic and service groups, and other groups organized for cultural, educational or recreational activities.
- d. The priorities for the use of the auditorium shall be those prescribed in the Agreement with the Hayward Area Recreation and Park District.
- e. Organizations within the District will have priority over those from outside the District.
- f. Priorities shall be maintained in such a way that no group will monopolize a facility.
- g. Groups which are not generally recognized as "non-profit" or "not for profit" will receive the lowest priority when requesting use of the facilities.

Community Relations

Administrative Rules and Procedures

1112 Use of District Facilities

- h. While space availability will be confirmed upon receipt of application, the application may be approved when appropriate signatures and deposits are received within the time frame identified. Once an application has been approved, the use shall not be preempted by another applicant with a higher priority.

Applications for Use of College Facilities

- a. Applications for use of College facilities may be obtained from the Chabot College Office of Facility Reservations.
- b. The Office of Facilities Reservations will approve the dates and times the facilities are to be used upon compliance with application requirements. Events will subsequently be posted on the master calendar and the permit issued.
- c. Applications for use of College facilities should be filed at least two weeks in advance of the time the use of the premises is desired. Permits shall not be issued for a period exceeding two years.
- d. The College may limit or deny applications that require scheduling a series of dates for facility use.
- e. When a rental or service fee is to be charged, the date of payment established on the permit shall be honored by the applicant. Except in cases of extenuating circumstances, the fee must be paid in advance.
- f. The application and the Technical Check Lists must include a description of all requested facilities and equipment. The Office of Facility Reservations will make arrangements for personnel to operate equipment requiring skilled operators. Changes in the application for facilities equipment and services will not be accepted less than 48 hours in advance of use.

Community Relations

Administrative Rules and Procedures

1112 Use of District Facilities

- g. Permits to use District facilities are for the dates and times specified. The District assumes no obligation in the event that a change of either dates or times is requested.

Special Requirements and Conditions

- a. In accordance with the agreement between the Chabot-Las Positas Community College District and the Hayward Area Recreation and Park District, the following requirements and conditions apply:
 - 1) The auditorium shall be available for use for recreational purposes when such use is not inconsistent with the use of the buildings or grounds for school purposes, and will not interfere with its use for school purposes.
 - 2) In granting the use of said auditorium, requests for its use by the Recreation District shall be given first preference over similar requests by other parties or groups.
 - 3) The Chabot-Las Positas Community College District will make the auditorium available for use by the Recreation District and by civic or other public groups for public recreational and for civic center purposes as much as possible but no less than twenty percent (20%) of the total auditorium schedule.
- b. Applications shall be accepted only from established and responsible organizations. Groups not qualifying as community organizations but making an application for non-commercial purposes may also qualify for use of facilities.
- c. The laws of the State contain certain restrictions against the use of school property for sectarian purposes. Also, State law specifies that no entertainment shall be permitted which reflects in any way upon persons because of race, color, national origin, religion, sex, age or handicap.
- d. Whenever a College facility is being used, a District employee shall be on duty and shall be fully in charge of the facility being used.

Community Relations

Administrative Rules and Procedures

1112 Use of District Facilities

- e. The possession or use of alcoholic beverages or illegal drugs is not permitted on College property except for restricted use of alcoholic beverage, per Board Policy 1113. Any person under the influence of intoxicating liquor or illegal drugs shall be denied opportunity to participate in any way.
- f. Groups or organizations using College facilities shall conform to all city and county ordinances and fire regulations.
- g. Decorations must be flame-proof and shall be erected and taken down in a manner not destructive to property. The use of any material or device which constitutes a hazard is expressly prohibited.
- h. Announcements which community organizations may wish to display on campus must be approved and posted as directed by the Office of Facility Reservations.
- i. Restrictions regarding smoking, eating, drinking and use of photographic or sound reproduction equipment in particular rooms and buildings must be observed.
- j. Groups with minors in attendance shall provide their own chaperones. The number required may be determined by the District.
- k. The District may require, as a condition for approval of an application, that the applicant provide for the cost of security officers as is determined necessary by the District.
- l. The lessee is liable for the care and protection of College property and facilities and will be charged for any damages sustained to the premises, furniture or equipment because of the occupancy of the College premises by the lessee.
- m. The lessee shall be held responsible for any and all loss, accident, negligence, injury or damage to person, life or property which may be the result of, or may be caused by, the lessee's occupancy of the facilities or premises.

Community Relations

Administrative Rules and Procedures

1112 Use of District Facilities

The lessee shall protect and indemnify the District, the Board, and/or any officer, agent, or employee of the District and save them harmless in every way from all suits or actions at law that may arise or be occasioned in any way because of the occupancy of the facilities or premises, regardless of responsibility or negligence.

The District may require, at its discretion except when the use is as defined in Sections 82537-82548 of the Education Code, and as related to the intended use of facilities or premises, the furnishing of a certificate of liability insurance by the lessee in an amount appropriate to the intended use.

- n. The statement of Rules and Regulations accompanying each Technical Check List shall be a part of these special requirements and conditions.

Fees

The use of all Chabot College facilities requires payment of fees in an amount sufficient to cover all the costs to the District (Education Code Sections 82537-82548). The Fee Schedule will be approved by the Board of Trustees.

Swimming Pool charges will be by lane and by entire pool use. When by lane, more than one user group may have access to the pool at the same time. This will make the pool accessible to various size groups at affordable prices. Schools only will receive a group rate for a season.

Public tax-supported agencies, schools and colleges may use College facilities with payment of all direct costs, unless admission fees, tuition or course fees, or contributions, are collected for other than educational, cultural or recreational activities, or they shall be subject to a percent of gross profit assessment and facility fees.

When admission fees, tuition or contributions are collected for other than educational, cultural or recreational purposes (for example: profit-making,

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political, and private purposes), the organization will pay rental costs plus actual costs and a percent of gross receipts.

The actual sum to be paid is to be determined in accordance with a fee use schedule which has been established after review of actual cost related to the use of a specific room or other facility. These fees may be revised and approved by the Board of Trustees as evaluation of the college's costs to operate them changes.

2. Use of Las Positas College Facilities

(Procedures to be developed.)