



SAINT MARY'S COLLEGE  
of California

**SAMPLE CONTRACT** - SIGN AND RETURN ONE COPY  
RETAIN ONE COPY

LICENSE AGREEMENT FOR USE OF FACILITIES  
Department of Events and Conferences  
P.O. Box 3913, Moraga, CA 94575-3913  
(925) 631-4156 or (925) 631-4030 or FAX (925) 376-4812

This agreement is made this 16<sup>th</sup> day of April, 2009 ("Effective Date") by and between Saint Mary's College of California, a non-profit benefit corporation ("College"), and (Name of Group Leader) ("Sponsor").

**ARTICLE 1:** College agrees to permit Sponsor to use, for the period of time hereinafter set forth, the following described property and facilities belonging to College, including services hereinafter specified: (site location and plot number). Sponsor's use of the facilities shall be limited to the following use and purpose: Commencement Reception ("Use"), provided, however, under no circumstances shall the Use violate the restrictions under Article V below, or any other provision of this license agreement.

**ARTICLE II. PAYMENT INFORMATION.** Sponsor agrees to pay College a fee for the Use of the Facilities as follows  
Groups of 1 – 2 graduates: \$100.00  
Groups of 3 – 4 graduates: \$140.00  
Groups of 5 – 6 graduates: \$210.00  
Groups of 7 – 12 graduates: \$315.00

**ARTICLE III. CANCELLATIONS.** Any cancellation of this agreement must be in writing. If this agreement is cancelled with sixty (60) or more calendar days notice prior to the Event Date, the Fee shall not be owed and the deposit shall be fully refunded. If this agreement is cancelled with sixty (60) or fewer, but more than thirty (30), calendar days of the Event Date, the deposit shall not be refunded but the balance of the Fee shall not be owed. If the agreement is cancelled within thirty (30) calendar days of the Event Date, Sponsor will remain liable for seventy-five percent (75%) of the total Fee. Sponsor understands and agrees that a cancellation anytime within sixty (60) days of the Event Date will cause College harm and therefore the forfeiture of the deposit and the liability for the Fee as described herein as a result of a cancellation is a fair estimate of College's harm and is in no way a penalty for cancellation.

**ARTICLE IV.** The facilities rented shall be made available to Sponsor on 5/23/2009 ("Commencement Date") starting at Noon and ending at 4:00 pm. Sponsor agrees that reception site will be cleared and all items removed by 6:00 pm on 5/23/2009.

**ARTICLE V.** Sponsor has examined the facilities and all furniture and fixtures contained therein and accepts the same as being in good order, condition and repair. Sponsor agrees that Sponsor will not remove any equipment or make any alterations to the real property or personal property belonging to the College. If Sponsor brings their own equipment, Sponsor agrees to remove the same without any damage to the property of College. If Sponsor damages, destroys, or loses any property belonging to the College, whether the property is real property or personal property, Sponsor agrees to pay College the replacement costs of said property.

**ARTICLE VI.** Sponsor shall not disturb, annoy, endanger, or inconvenience any other sponsor using College facilities or any neighbors of the College. The Sponsor will not use the premises for any immoral or unlawful purpose nor violate in anyway federal, state, local law or ordinance, nor commit waste or nuisance upon or about the premises while using the same. All College facilities are NON-SMOKING.

**ARTICLE VII.** Sponsor acknowledges that College has, at all times, the right to enter the facilities which Sponsor is using. College may enter to inspect the facility, to see that the Sponsor, its agents, employees and invitees are not in any way violating the terms of this agreement, or for any other reason.

**ARTICLE VIII.** College shall have the right to terminate this agreement in the event the Sponsor has violated any terms of this agreement. If a violation occurs any time prior to, on or after Event Date, Sponsor forgoes the entire Fee.

**ARTICLE IX.** If College is unable to perform its services under the terms of the Agreement by reasons beyond the control of College including but not limited to fire, strike, flood, labor dispute, sickness or death of key personnel, energy shortage, government intervention, acts of war or terrorism, earthquake or other casualty, College will be excused from performing

under the terms hereunder. In such an event, College will refund any payments made in advance to College by Sponsor.

**ARTICLE X. INSURANCE REQUIREMENTS.** Sponsor shall keep the facility, including personal property of College, in good order and condition and will pay for any repairs caused by its negligence or misuse, or that of its invitees. In this connection, Sponsor agrees to maintain for the entire term of its use of SMC facilities, public liability insurance in a minimum amount of \$1,000,000 for any one occurrence for loss from an accident resulting in bodily injury or death, and for damage to or destruction of property belonging to College, as well as third parties. Sponsor agrees that College shall be named as an additional insured on the aforementioned insurance policy. Sponsor further agrees that upon execution of this agreement and at least thirty (30) days prior to the date it is to use the facilities, it shall furnish an insurance certificate to College that shall provide that the insurance shall not be canceled or altered without thirty (30) days prior written notice to College. If Sponsor fails to produce said Certificate of Insurance within the time set forth herein, College shall have no obligation to permit Sponsor to use the facilities.

- A. College shall not be liable for any loss, damage, casualty, or injury to any person or property caused by or arising from any act or omission of Sponsor or its agents, employees, representatives, licensees or invitees.
- B. Sponsor shall hold College harmless from and indemnify and defend College, its trustees, regents, directors, officers, agents, employees and representatives (collectively "College Indemnities") against any loss, damage, or expense (including reasonable attorneys' fees and expenses) resulting from any claims of liability arising from or related to Sponsor's Use of the Facilities.
- C. To the extent permitted by law and without affecting the coverage provided by the insurance required hereunder, Sponsor waives any right it may have to recover against College for (i) damages for injury or death to persons or (ii) damages to property for claims arising from such damages. This waiver is intended to waive fully, for the benefit of College, any rights and/or claims, which might rise to a right of subrogation.

**ARTICLE XI. FOOD SERVICE.** Sponsor is **not** required to use the on campus caterer for this event. On campus caterer, Sodexo, telephone number is (925) 631-8013.

**ARTICLE XII.** Sponsor shall not assign this agreement or any interest therein without the prior written consent of College.

**ARTICLE XIII.** In the event of a dispute between College and Sponsor arising from this Agreement, the prevailing party shall be compensated for all attorney's fees and costs associated with any such dispute.

**ARTICLE XIV.** This agreement shall be governed by the laws of the State of California with jurisdiction and venue in the Superior Court of the State of California, County of Contra Costa.

**ARTICLE XV.** If any provision of this agreement is found to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforcement of the remaining provisions, or portions thereof will not be affected.

**ARTICLE XVI.** This agreement constitutes the single, integrated written contract and expresses the entire agreement between the parties (College and Sponsor), superseding all previous agreements and may only be amended in writing when signed by both College and Sponsor.

**ARTICLE XVII.** This agreement, along with payment, must be returned to College, by Sponsor, on **April 1, 2009.**

Event or Sponsor's Name (Printed) \_\_\_\_\_ Sponsor's Address (Street, City, State, Zip Code) \_\_\_\_\_

Representative's Name (Printed) \_\_\_\_\_ Representative's Signature \_\_\_\_\_ Date Contracted \_\_\_\_\_

Sponsor's Phone # at work \_\_\_\_\_ Sponsor's Phone # at Home \_\_\_\_\_ Sponsor's Cell Phone # \_\_\_\_\_ e-mail address \_\_\_\_\_



**Events & Conferences Notes Only**

**FOR E & C USE ONLY**

8 Facilities Rented \_\_\_\_\_

Date Facility Contracted \_\_\_\_\_

Rental Fees \$ \_\_\_\_\_

Equipment Needed [[Click here](#) and type name]

Equipment Fees [[Click here](#) and type name]

Total Fees Due \$ \_\_\_\_\_

Other Notes [[Click here](#) and type name]

Payment Received [[Click here](#) and type name]

E & C Signature \_\_\_\_\_ Date \_\_\_\_\_