



# Post Commencement Reception Facility Use Agreement

Office of Meetings, Events and Conference Services

**PMB 3913, Moraga, CA 94575**  
**gradgrounds@stmarys-ca.edu**

This Post Commencement Reception Facility Use Agreement (“Agreement”) is entered into by and between **Saint Mary's College of California**, a nonprofit public benefit corporation, hereinafter referred to as the “College” and the Facility User listed below, hereinafter referred to as the “Facility User” or simply “User.” In consideration of the mutual benefits to be derived hereunder, the parties agree to the following terms and conditions.

## I. FACILITY USER

|                                       |                             |
|---------------------------------------|-----------------------------|
| <b>Facility User (Graduate Name):</b> |                             |
| <b>Student ID Number:</b>             |                             |
| <b>Phone Number:</b>                  |                             |
| <b>Email:</b>                         |                             |
| <b>Address:</b>                       |                             |
| <b>Event Type:</b>                    | Post-Commencement Reception |
| <b>Event Date(s):</b>                 | Saturday, May 23, 2020      |
| <b>Event Set-Up Time:</b>             | 8:00am – 12:00pm            |
| <b>Event Start Time:</b>              | 12:00pm                     |
| <b>Event End Time:</b>                | 4:00pm                      |
| <b>Event Tear Down Time:</b>          | 4:00pm – 6:00pm             |
| <b>Contract Submission Date:</b>      |                             |

**II. FEES, FACILITIES AND OTHER SERVICES** will be made available by the College to the User as follows:

The Total Fee of \$ \_\_\_\_\_ for Facility User’s Program consists of the following itemized estimated costs:

- A. Outdoor Facilities: \$
- B. Event Insurance: \$ 100.00
- C. Outside Catering: \$ 50.00

**\*Note for group sites of 2 to 6 graduates: Only the group leader is responsible for submitting the required documents and payment on behalf of their entire group. Violations of any policies listed in this agreement will result in a fine on the group leader’s student account. Diploma and transcripts are withheld until said fines are paid. It is the group leader’s responsibility to collect the needed funds from the graduates in their site group to pay the fine.**

**\*Note for individual sites: Any policy violations listed in this agreement will result in a fine on the graduate’s student account. Diploma and transcripts are withheld until said fines are paid.**

### A. Outside Facilities Expense Detail:

Reception sites are reserved on a first-come-first-served basis. During the application process, reception sites will remain available until the designated capacity is reached. Your reservation is not guaranteed until you submit all required documents and fees. No refunds will be given.

| Site Location | # of Graduates | \$ / Grad | Total | Name and Student ID of Grads in Group |
|---------------|----------------|-----------|-------|---------------------------------------|
|               |                |           |       | 1.                                    |
|               |                |           |       | 2.                                    |

|  |  |  |  |    |
|--|--|--|--|----|
|  |  |  |  | 3. |
|  |  |  |  | 4. |
|  |  |  |  | 5. |
|  |  |  |  | 6. |

**Total charges section A (Outdoor Facilities):** [\\$Click here to enter text.](#) (Price only reflects confirmed facilities)

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|----------------|
| User Initials: |
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**B. Event Insurance**

User 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, **User 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. User agrees that College shall be named as an additional insured on the aforementioned insurance policy.** User 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 User fails to produce said Certificate of Insurance within the time set forth herein, College shall have no obligation to permit User 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 User or its agents, employees, representatives, licensees or invitees.
- B. User 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, User 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.
- D. If User cannot supply proof of liability insurance; then a \$1,000,000 policy can be purchased through Saint Mary’s for the duration of the event period at the cost of \$100 per day. **This insurance is not part of this contract’s included costs and must be organized and paid for separately from this agreement.**

| Coverage      | # of Sites | \$ / Site | Total    | Name of Grads in Group           |
|---------------|------------|-----------|----------|----------------------------------|
| SMC Insurance | 1          | \$100.00  | \$100.00 | Flat fee for each reception site |

**Total charges section B (Event Insurance): \$100.00**

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| User Initials: |
|----------------|

**C. Catering and Vendor Policy**

You are solely responsible for the contracting of vendors and/or caterers, reception provisions, site set-up, reception management and cleaning up your site. The College does not endorse or recommend any particular catering service and/or rental company.

All reception furnishings (i.e., canopies, tables, buffet tables, etc.) must be chosen carefully to fit within the confines of the space allotted to your reception.

Only one caterer per group per site is permitted.

- A. The College does not provide reception furnishings. **Do not** move any College equipment and/or furnishings from one campus area to another.
- B. If you are assigned an area with existing tables, BBQ equipment, chairs and/or other amenities, you are to divide them according to the number of groups assigned to that specific reception site. Please be considerate of each other.

| Catering Company | # of Sites | \$ / Site | Total | Caterer's Contact Info |
|------------------|------------|-----------|-------|------------------------|
|                  | 1          | \$50.00   |       |                        |

**Total charges section C (Catering and Vendor Policy): \$**

User Initials:

### III. SIGNED CONTRACT & FULL PAYMENT.

This Contract, the Event Insurance Form, and Catering Vendor Form (if applicable) must be signed and received along with the full payment of all event costs, as identified in Section II, by **Friday, March 27, 2020 at 4:30pm.**

All fees must be submitted in one payment online via credit card or eCheck through the payment link provided to the site contact's email. Payments through GaelXpress, cash, or physical checks will not be accepted. The following facility use, rules and policies, outlined in sections IV-XX, contains information on fines should any policies be broken. Any applicable fines will be charged accordingly. Payment of fines is required for receipt of transcripts and diploma. (Campus facilities will not be held without payment and this signed Contract). There are NO refunds once a payment is submitted.

|                          |   |
|--------------------------|---|
| <b>Total Payment Due</b> | <b>\$<u><a href="#">Click here to enter text.</a></u></b> |
|--------------------------|---|

**IV. FACILITY USE, RULES AND POLICIES.** All graduates hosting a post-ceremony reception on Saturday, May 23, 2020 at Saint Mary's College of California are held responsible for following **all** of the following policies. ***Failure to do so will result in a fine for each graduate of the group, which will be applied to the graduate's account. Payment of the student account is required for receipt of transcripts and diploma.***

#### A. Group Size and Reception Location Policy

- Each reception site is limited to a designated number of graduates. See Site Locations for the max capacity for each location. For example, if a site location has 30 max guests, this means there is space for 2 graduates with 15 guests each (not including the graduate).
- Each designated reception site has a maximum number of 15 guests per graduate that can be accommodated in the space provided.
- Multiple parties are assigned to the same reception site and the leaders of each party are responsible for coordinating how the site will be shared.
- The maximum number per site is 6 graduates with 15 guests each, which totals 90 guests.
- Do not add additional graduates to your reception group without prior written clearance from the Conference Services office. Please be aware that the space you are assigned for your reception is largely decided by your original reception site request that takes into consideration the number of graduates in your group. The addition of another graduate also implies the addition of their guests and this could cramp the space you were originally allotted.
- If you are coordinating a reception site for a number of your classmates, please be considerate of their needs and ability to participate in this reception as it is their celebration as well. Try to keep the celebration modest and the price reasonable.
- You must plan your reception for the space you have been allotted through Meetings, Events & Conference Services. You may not negotiate or enact a site change without the express written permission of the Meetings, Events &

Conference Services office. If you have the consent of another group to consider a relocation of your reception site (a trading of), you must both make a formal written request through Meetings, Events, and Conference Services.

## B. Set-up and Tear-Down Policy

User Initials:

- Set up for your reception cannot begin prior to 12:00 Noon on Friday, May 22, 2020. The College cannot guarantee the security of your reception site and/or any items (i.e., canopies, barbecues, tables, chairs, etc.) left on your site.
- Receptions cannot begin prior to the official conclusion of the Commencement Ceremony on Saturday, May 23, 2020, and **must end by 4:00 pm** that day. ***Failure to do so will result in a \$150 fine for each graduate of the group, which will be applied to the graduate's account. Payment of the student account is required for receipt of transcripts and diploma.***
- Only open canopies (no enclosed tents) are to be used. If you are part of a large graduation group (i.e. 6 graduates) and are planning on having a canopy larger than 20' X 20' on your reception site, you must procure the proper permit from the Moraga Fire Department or your vendor. ***Canopies MAY NOT be spiked into the ground, you must use weights to keep them in place! Groups failing to do so will be asked to take the incorrectly secured canopy down immediately. Failure to do so will result in a \$150 fine for each graduate of the group, which will be applied to the graduate's account. Payment of the student account is required for receipt of transcripts and diploma.***
- All reception furnishings must be removed by **6:00 pm on Saturday, May 23, 2020**. You will be provided with a clean reception site for your graduation social. You are required to return the site to its original state. ***Failure to do so will result in a \$150 fine for each graduate of the group, which will be applied to the graduate's account. Payment of the student account is required for receipt of transcripts and diploma.***

## C. Alcohol Policy

- You are responsible for adhering to California state law and College policy concerning the consumption, use and provision of alcohol to guests (and non-guests who stop by) at your graduation reception.
- No common-source of alcohol is permitted, including but not limited to party balls, beer bong, kegs, cocktail machines, beer pong tables and ice sluices.
- Common-source of alcohol is also defined as a quantity of alcohol more than can be responsibly consumed by an individual.
- **No hard alcohol is allowed.** Only wine, beer and champagne may be served and consumed.
- ***NOTE: No beer pong tables and no ice luges are allowed on campus premises during post-graduation receptions, regardless of how they are used. Violation of the terms in the Alcohol Responsibility Form Addendum will result in immediate closure of the reception site and a \$250.00 fine per graduate and will be applied to the student account. Payment of the student account is required for receipt of transcripts and diploma.***

## V. ADHERENCE TO RULES.

User agrees to abide by all College facilities policies through the duration of the Program. User agrees that its guests, participants, and any and all other individuals associated with User who visit the College's campus shall abide by all College rules, including but not limited to following all instructions and regulations as posted on College signage, following all parking and speed limit rules for motorized vehicles, abiding by all alcohol, smoking, and sexual harassment policies, and prohibiting all animals (except service animals) from coming on the College's campus. User shall not disturb, annoy, endanger, or inconvenience any other campus guest, licensee, College employee or student who may also be using College facilities at the time of User's Program. Facility User must also conduct its Program in a manner so as not to disturb College neighbors. User agrees to comply with any instruction given by the College with respect to User's activities that may be the subject of a complaint by neighbors or other facility users.

## VI. ADHERENCE TO REGULATIONS AND LAW.

Prior to, during, and following the Event, User agrees that it will not request any person, Participant, Employee, coach, booster, student-athlete, volunteer, College employee or prospective student-athlete (whether affiliated with the College or not) to participate in any activity which might constitute a violation of NCAA bylaws or other governing athletic rules or laws. User further agrees to obey all Town of Moraga and Contra Costa County ordinances, and California state and U.S. federal laws, and any other policies or laws that apply during the operation of the Event. In the event that User becomes aware of a legal or policy infraction, User will immediately contact the proper governing authority and the College's designated representative to ensure transparency throughout the entirety of any required investigation. If User has any questions regarding any matter that may affect the College in its relationship with the NCAA, User should contact the Compliance Office within the Department of Athletics and Recreational Sports.

User Initials:

## **VII. RIGHT TO TERMINATE DUE TO DEFAULT.**

Should the User at any time be in default of the performance of any of the provisions of this Agreement and should the User fail to rectify the default within a period of one (1) hour after receiving notice specifying the nature of the default from the College, the College may, at its option, elect to terminate this Agreement. Any such termination will be effective upon delivery of verbal notification from the College to the User.

Within thirty (30) minutes after notification of termination, User shall vacate the facilities and shall be fully responsible for the quiet and orderly departure from the campus of all Event Participants. Such notice of termination shall not operate as a waiver of claims against User for costs incurred up to the date of the notice and for damages resulting from User's breach. In the event that User does not vacate the facilities and campus within thirty (30) minutes after termination of this Agreement, User will be deemed a trespasser upon the College property.

## **VIII. IMPOSSIBILITY.**

If the College is unable to perform under the terms of the Agreement by reasons beyond its reasonable control, 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 or natural disaster, College will be excused from performing under the terms hereunder without any liability to the User whatsoever. However, in such an event, the College will refund any payments made in advance to the College by the User.

## **IX. HOLD HARMLESS.**

The 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 the User or its agents, Participants or invitees. Furthermore, the User shall hold the College harmless from and indemnify and defend the College, its trustees, regents, 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 User's use of the facilities.

To the extent permitted by law and without affecting the coverage provided by the insurance required hereunder, the User waives any right it may have to recover against the College Indemnities for (i) damages for injury or death to persons or (ii) damages to property for claims arising from such damages as described in the above paragraph. This waiver is intended to waive fully, for the benefit of the College Indemnities, any rights and/or claims, which might rise to a right of subrogation.

## **X. MOTOR VEHICLE USE.**

User agrees that any individual who operates any type of motorized vehicle, including but not limited to golf carts, on behalf of the User on campus shall possess a valid drivers' license and a clean driving record. User shall further ensure that all motor vehicles brought onto the College's campus are properly inspected and insured to the standards set forth by the State of California. Said vehicles brought on campus must follow all parking policies set forth by the College Public Safety Department. User acknowledges failure to follow these policies will result in a ticketed fine or vehicle tow. Before bringing any unregistered, unlicensed or non-road legal vehicle onto campus, User must obtain the College's prior written approval. The College reserves the right, in its sole discretion, to withdraw its approval of any vehicle, licensed or otherwise, and require its removal from campus if it appears to pose a threat to safety, either in its state of condition or repair or in its manner of operation. Trailers, motor homes, and campers are not permitted on campus.

**XI. PARTICIPANT SUPERVISION.** The User will provide adequate supervision of the Participants in the User's Program in accordance with all College policies, procedures and house rules to the College's satisfaction. "Youth" are defined as those Participants who have not reached 18 years of age. "Young adults" are those Participants who have attained 18 years but not yet 24 years of age. The College requires one (1) adult for every ten (10) youth Participant and one (1) adult for every fifteen (15) young adult Participants. User agrees that it is solely responsible for the supervision, control and instruction of all Participants during all active and inactive times during which Participants are on campus.

## **XII. SMOKING.**

Smoking is prohibited inside all residential and non-residential buildings. In addition, smoking is prohibited in College -owned or -leased vehicles, outdoor campus facilities or places of entertainment, in patios, porticos or walkways protected with an overhang, within 20 feet of entrances and windows, or as posted. Guests are only permitted to smoke outdoors consistent with these restrictions. Violation of this clause may result in the involvement of Public Safety and may lead to User or User's participant being instructed to leave the campus. Additional fees or College imposed fines may be assessed.

## **XIII. CHOICE OF LAW AND VENUE.**

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.

User Initials:

**XIV. SEVERABILITY.**

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 enforceability of the remaining provisions, or portions thereof will not be affected, nor shall the balance of this Agreement be affected in any way.

**XV. ATTORNEYS FEES.**

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

**XVI. INTEGRATION.**

The terms of this Agreement constitute the single interpreted written contract and expresses the entire agreement between the parties (the College and the User), superseding all previous agreements, and may only be amended in writing signed by both the College and the User. In addition, it is an express term of this Agreement that the College may additionally enforce rules, policies or procedures as referenced in this Agreement or otherwise applicable to activities conducted on the College’s property.

**XVII. WAIVER.**

The failure of the College to exercise any right or remedy available to the College as a result of the User’s breach of any of the terms or conditions of this Agreement shall not be deemed to be a waiver by the College of any such rights or remedies. No terms or conditions of this Agreement required to be performed by the User and no breach thereof shall be waived, altered, or modified except by an express, written instrument executed by the College. The receipt of payment by the College with the knowledge of the breach of any terms or conditions of this Agreement shall not be deemed a waiver of such breach.

**XVIII. REMEDIES.**

The specified remedies to which the College may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the College may be lawfully entitled in case of any breach or threatened breach by the User of any provision of this Conference Program Agreement.

**XIX. User shall** not assign this agreement or any interest therein without the prior written consent of College.

**XX. COLLEGE CONTACT INFORMATION**

Until such time as being signed by the Vice President for Finance, this Agreement shall constitute an offer by Facility User and shall not be binding upon the College. No other party at the College has the authority to execute this Agreement on behalf of the College. For purposes of providing the College with any notice or a change in Facility User’s Program, including but not limited to dates, times, facility use modification, cancellation or otherwise, the following person is authorized to receive such notices and to address specific logistical issues related to this Agreement:

**Attn: Director Office of Meetings, Events, and Conference Services  
PMB 3913, Moraga, CA 94575  
or [gradgrounds@stmarys-ca.edu](mailto:gradgrounds@stmarys-ca.edu)**

|  |
|--|
| <b>Facility User (Graduate Name):</b>            |
| <b>Graduate Address and Contact Information:</b> |
| <b>Signature:</b>                                |
| <b>Date</b>                                      |