UCSC FACILITY USE PERMIT
FOR USE OF CAMPUS FACILITIES BY OUTSIDE ORGANIZATIONS/GROUPS

INDEMNIFICATION AND HOLD HARMLESS

For and in consideration of the granting of permission by the Regents of the University of California, herein referred to as UCSC or University, to the above named outside organization or group, hereinafter referred to as ORGANIZATION, to allow ORGANIZATION to enter onto UCSC property and/or use the above referenced UCSC facilities for the purpose stated above on the above stated date(s), ORGANIZATION does hereby agree to defend, release, indemnify and hold harmless UCSC, its officers, agents, and employees from and against any and all claims, demands, judgments, damages, expenses (including reasonable attorneys’ fees and court costs) and awards whatsoever which may result from the use of UCSC facilities, the above captioned activity/event, except for such claims, demands, judgments, and awards as may result from the sole negligence of UCSC, its officers, agents and/or employees.

INSURANCE

In connection with the use of the above referenced UCSC facilities by ORGANIZATION, ORGANIZATION hereby agrees to comply with the insurance requirements contained in the attached “University of California, Santa Cruz Insurance Requirements for Use of Campus Facilities by Outside Organizations and Groups,” and incorporated herein as if fully set out, including, but not limited to, the requirements to provide UCSC with a certificate of insurance evidencing the $1,000,000 each occurrence/$2,000,000 aggregate minimal coverage limits for bodily injury and property damage for general liability and naming the Regents of the University of California, its officers, agents, and employees as additional insureds.

OTHER APPLICABLE PROVISIONS

• No Transfer or Assignment. This Permit is personal to ORGANIZATION. Any attempt to transfer or assign this Permit shall terminate it.

• Permits and Regulations. ORGANIZATION shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies to conduct the above-described event, and shall comply with all applicable laws, regulations University policies, and OPERS Facility Use Rules (See Addendum 1).

• No Interference. ORGANIZATION shall not interfere with the normal operation and activities of University, and ORGANIZATION shall conduct its activities at the above-described UCSC Facilities to minimize damage to the UCSC Facilities and inconvenience to the University, its agents, employees and invitees.

• Repair and Restoration. If ORGANIZATION, its agents or contractors cause any damage to UCSC Facilities, or to the University’s, infrastructure or other property and improvements (collectively “Property”) in connection with the exercise of this Permit, ORGANIZATION shall repair and restore the UCSC Facilities and Property to their original condition prior to ORGANIZATION's use of the UCSC Facilities pursuant to this Permit. ORGANIZATION shall perform the repair and restoration required hereunder within twenty-four (24) hours of the expiration of this Permit. [IF NO SECURITY DEPOSIT, RETAIN THE FOLLOWING LANGUAGE. OTHERWISE DELETE:] Should ORGANIZATION fail to perform any necessary repair and restoration as required herein, University reserves the right to perform such repair and restoration as University deems necessary in its sole and absolute judgment, and ORGANIZATION 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. In the event that repair and restoration is performed following the termination of this Permit, the ORGANIZATION’s indemnity and insurance obligations
described on the previous page shall continue until repair and restoration is completed as provided herein.

- **Breach and Cure.** In the event that ORGANIZATION breaches any of its obligations under this Permit, University shall provide ORGANIZATION written or verbal notice specifying the nature of such breach, as soon as is practicable after the time of such breach. ORGANIZATION shall commence to cure such breach immediately upon such written or verbal notice. If ORGANIZATION fails to cure such breach within a reasonable time, as solely determined by University, then University shall have the right to terminate this Permit 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 specific performance, for any breach of ORGANIZATION’s obligations hereunder.

- **Security Deposit [OPTIONAL].** ORGANIZATION shall deposit with University upon execution hereof $_______________ as security for ORGANIZATION’s faithful performance of ORGANIZATION’S obligations hereunder. If ORGANIZATION fails to repair and restore University’s property, or otherwise defaults with respect to any provision of this Permit, University may use, apply or retain all or any portion of said deposit for the payment of any sum to which University may become entitled by reason of ORGANIZATION’S default, or to compensate University for any loss or damage which University may suffer thereby. University shall not be required to keep said deposit separate from its general accounts. If ORGANIZATION performs all of ORGANIZATION's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by University, shall be returned, without payment of interest or other increment for its use, to ORGANIZATION within ten (10) business days after the date of the event. No trust relationship is created herein between University and ORGANIZATION with respect to said Security Deposit.

- **Cancellations.** No refunds will be given if University doesn’t receive a minimum of five (5) working days advance notice of cancellation. If advance notice is given, a full refund will be given less any costs already incurred (e.g., publicity, signs made, etc.)

- **Other Provisions. [OPTIONAL]**

**ACCEPTED BY:**

**ORGANIZATION/GROUP**

By: ____________________________  Date: _______________

(Authorized Signature),  Title

**UCSC:**

By: ____________________________  Date: _______________

(Real Estate Office),  Title