CITY CLERK
ORIGINAL

C-9371
11/07/2014

Agreement No.: GC4485

MARICOPA COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

FACILITY USE AGREEMENT

College/Unit GCC
Class: 1
Non-profit Tax No _____

1. REQUESTING ORGANIZATION

Name of Organization ("User") **City of Glendale - Special Events**
Mailing Address: **5850 W. Glendale Ave.** City **Glendale** State: **AZ** Zip: **85301**
Responsible Person. **Dory Ludwig** Telephone **623.930.2961** Fax **623.915.2696**

SMOKING OR USE OF TOBACCO PRODUCTS ON MCCCD LEASED OR OWNED PROPERTY IS STRICTLY PROHIBITED, INCLUDING ANYWHERE OUTDOORS.

2. STATUS OF ORGANIZATION

Users who are governmental entities or community entities may be entitled to a reduced rental rate, excluding services and equipment, if applicable A "community entity" is a corporation or other legal entity whose business is non-commercial, is unrelated to the Maricopa Community Colleges, and is recreational, educational, political, economic, artistic, moral, scientific, social, religious or for some other civic purpose in the interest of the community

If applicable, User certifies that it is a. ☒ governmental entity ☐ a community entity.

If "community entity" box is checked, User's community business is ☐ recreational ☐ educational ☐ political ☐ economic ☐ artistic ☐ moral ☐ scientific ☐ social ☐ religious ☐ for some other civic purpose in the interest of the community described as follows: _____

3. INSURANCE

Insurance Company **Technology Ins. Co.** Policy No **COI on file**

4. EVENT DETAILS

Event Date(s) **11/28/14, 11/29/14** Hours of Event From **4.00pm** To. **11:00pm**
Set-up Date **11/28/13** Time: **9:00am** Restore by Date **12/01/14** Time: **11:00pm**
Name of Event **Shuttle parking for Glendale Glitters Spectacular** Admission Fees

5. FEES

FACILITIES REQUESTED	QUANTITY	UNIT	UNIT RATE	EXTENSION
Parking Lot S4	14	hr	$ 6 00	$ 84 00
Parking Lot S5	14	hr	$27.00	$378 00
Parking Lot S6	14	hr	$20.00	$280.00
PERSONNEL REQUESTED	**QUANTITY**	**UNIT**	**UNIT RATE**	**EXTENSION**
EQUIPMENT REQUESTED	**QUANTITY**	**UNIT**	**UNIT RATE**	**EXTENSION**
UTILITIES/SERVICES REQUESTED	**QUANTITY**	**UNIT**	**UNIT RATE**	**EXTENSION**

FOR FISCAL OFFICE USE ONLY		SUBTOTAL:	$742.00
REMIT TO:	DEPOSIT TO ACCOUNT:	TAX (if applicable):	$ 3.71
Glendale Community College Attn. Business Services 6000 W Olive Ave Glendale, AZ 85302	230-150-251930-47310 PAYMENT DUE DATE. 01/09/15	TOTAL FEES:	$745.71

COPIES: 1 - USER 2 - ORIGINATOR/FACILITIES 3 - FISCAL OFFICE 4 - DISTRICT TAX GENERAL ACCOUNTING

6. **ADDITIONAL PROVISIONS.**

7. **CONCESSIONS.** User may not operate a concession stand or otherwise sell items on the premises unless the College President or designee specifically authorizes that activity.

   Concessions or sales of items will ☐ will not ☒ occur in conjunction with this Agreement. If yes, please signify approval below

   Signature of College President or Designee: _____

8. **PREMISES.** The User agrees that s/he has inspected the premises and accepts them in the condition found

9. **FACILITIES RULES & PROCEDURES.** The following specific rules shall be observed while User is using any facility under jurisdiction of the Maricopa County Community College District, ("MCCCD") User shall be responsible for enforcing these rules, to the extent related to this event, and liable for any damages resulting from the negligence or intentional conduct of User

   9 1 Possession or consumption of alcoholic beverages or gambling anywhere on the premises is prohibited

   9 2 Food and drink shall be allowed in designated areas only, or as approved by the Vice Chancellor, College President/Provost, or designee.

   9 3 **Smoking or use of tobacco products on MCCCD leased or owned property is strictly prohibited, including anywhere outdoors. User shall be responsible for communicating the prohibition to those attending its event and ensuring that its employees, attendees, contractors or anyone on MCCCD property related to the event comply with the prohibition**

   9 4 User shall comply with MCCCD Administrative Regulation 4 6 concerning weapons and dangerous instruments.

   9 5 Persons attending the event shall confine themselves to the specific part of the facility assigned to User

   9 6 MCCCD reserves the right to approve of all advertising in conjunction with the Agreement. User may not advertise in any way that suggests that the activity for which User is renting MCCCD facilities is sponsored by MCCCD or any of its colleges or skill centers MCCCD may immediately cancel this Agreement without User recourse if User violates this provision

   9 7 Use of MCCCD's logos is strictly prohibited. Additionally, the use of any of MCCCD's names is prohibited except to the extent to identify an MCCCD facility as the location of the event specified in this Agreement

   9 8. Use of MCCCD equipment or supplies shall not be permitted without prior specific approval of the Vice Chancellor, College President/Provost, or designee, when appropriate charges and arrangements have been made

   9 9 All facilities must be vacated by 11 00 p m., unless permission is otherwise granted specifically in the Agreement User is responsible for compliance with this policy.

   9 10. Preparation of the grounds or facility for User's program shall not interfere in any way with existing MCCCD programs at any location

   9 11 User agrees to take proper care of the facility and to restore the facility to the condition in which it was found, normal wear and tear excepted, by the end of the work day following the last-scheduled activity The Vice Chancellor or College Director of Buildings and Grounds will be the sole judge in this matter

   9 12 User agrees that if the facility has not been restored to the original condition by the day following the last-scheduled activity, MCCCD shall restore the facility and the reasonable cost of such restoration shall become the financial obligation of User

   9 13 User is responsible for obtaining all permits, licenses or permissions relating to its event, including those for any intellectual property owned by third parties that User intends to use while on the premises

   9 14 Athletic/Outdoor Facilities.

      9.14.1 No glass containers or breakable articles shall be kept on the premises of any athletic/outdoor facility

      9 14 2 All exterior public address systems shall be operated under the supervision of designated MCCCD personnel, with volume set low enough to avoid community nuisance or disturbance of any type.

      9 14.3. Exterior lights shall be turned on only for events specified under the Agreement

      9.14 4 For School District Users of Athletic Facilities for Interscholastic Athletic Activities (Practice Session, Game, or other Interscholastic Athletic Activities). User agrees that it complies with all provisions of Arizona Revised Statutes Section §15-341-24(b) relating to athletic activities Specifically, user shall have policies and procedures that require an athlete who is suspected of sustaining a concussion in a practice session, game, or other interscholastic athletic activity be immediately removed from the athletic activity, and be allowed to return

to play on the same day only if a health care provider rules out a suspected concussion at the time the athlete is removed from play.

9 15 **Indemnification.** To the fullest extent permitted by law, User shall defend, indemnify, and hold harmless MCCCD, and its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, or use of facility by User, its agents, officers, employees, or contractor/sublessee in the use of this facility The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph

9.16 **Insurance.** User shall maintain during the term of this facility use insurance policies described below issued by companies licensed in Arizona with a current A M Best rating of A VIII or better. At the signing of this Agreement, User shall furnish the MCCCD Risk Manager with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement at the following address·

MCCCD Risk Manager

2411 West 14th Street

Tempe, AZ 85281-6942

Tel· 480-731-8879 / Fax: 480-731-8890

The insurance policies, except Worker's Compensation, shall be endorsed to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent

Maricopa County Community College District and its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past expiration of this Agreement and must be evidenced by annual certificates of insurance The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without 30 days written notice by certified mail to the MCCCD Risk Manager User's insurance must be primary, and any insurance or self-insurance maintained by the MCCCD shall not contribute to it. If any part of this Agreement is subcontracted, these insurance requirements also apply to all subcontractors Insurance coverage required under this Agreement is.

9.16.1 **Commercial General Liability** insurance with a limit of not less than $1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement,

9.16.2 **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to User's owned, hired, and non-owned vehicles, and

9.16 3 **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit

10. ACCEPTANCE. In signing, the User stipulates that s/he has read, understands, and accepts the terms of this Agreement

Signature of User 10/31/14 *Date*

MCCCD Official 10/22/14 *Date*

ATTEST:

City Clerk

Approved as to form

City Attorney

COPIES:	1 - USER	2 - ORIGINATOR/FACILITIES	3 - FISCAL OFFICE	4 - DISTRICT TAX GENERAL ACCOUNTING