



## GENERAL TERMS

1. The TRUSTEES, for and in consideration of the agreements of the LICENSEE hereinafter expressed, hereby License to the LICENSEE, and the LICENSEE Licenses from the TRUSTEES, that property of the TRUSTEES described herein.
  2. The LICENSEE agrees to pay as rental for the said property an amount computed for the term of this License at the rental rate per unit of time or event specified herein, plus any special charges specified therein, payable at the date or dates set forth therein.
  3. The LICENSEE shall use the said property only for the purposes specified in herein.
  4. The TRUSTEES agree to furnish all necessary utilities for the said property, including heat, water, and also light if the property is specified to be "with lights" except when such services cannot be supplied for causes beyond the control of the TRUSTEES and except when there is a failure or defect in the physical plant or utility lines, whether or not such failure or defect is beyond the control of the TRUSTEES, if the failure or defect cannot reasonably be remedied in time for use by the LICENSEE during the term hereof the TRUSTEES agree to furnish all janitorial services required for said property.
  5. The LICENSEE may not make alterations or place or attach any fixtures, signs, or equipment in, about or upon the said property except those alterations, fixtures, signs, and equipment described in the Special Provisions. Any fixtures, signs, and equipment provided by LICENSEE shall remain the property of the LICENSEE and shall be removed by the LICENSEE from said property prior to the termination of this License. The LICENSEE, if required by the TRUSTEES, shall, upon the expiration of this License, or renewal thereof restore said property to the same condition as that existing at the time of entering upon the same under this License, reasonable wear and tear and damages by the elements or by circumstances over which the LICENSEE had no control excepted.
  6. TRUSTEES-owned furniture or apparatus may not be removed or displaced by LICENSEE or any agent employee, or invitee of the LICENSEE without permission of the TRUSTEES. The LICENSEE shall cause any furniture or apparatus displaced to be replaced to the satisfaction of the TRUSTEES immediately after any event or occasion for which the property is used by LICENSEE.
  7. The LICENSEE shall not violate nor suffer to be violated any federal or State law, local ordinance, or rule of the TRUSTEES.
  8. It is understood and agreed that the TRUSTEES and their agents shall have the right to enter the said property or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the TRUSTEES.
  9. The LICENSEE agrees to indemnify and save harmless The State of California; the Trustees of the California State University, California State University, Dominguez Hills, their officers, agents, employees and volunteers, from any and all loss, damage, or liability that may be suffered or incurred by the TRUSTEES, their officers, agents, employees and volunteers, caused by, arising out of or in any way connected with the use by the LICENSEE of the said property, except those resulting or connected with acts, omissions or negligence of the Trustees, its officers, agents, employees, and volunteers.
  10. It is mutually understood and agreed that this License is not assignable by the LICENSEE either in whole or in part nor shall the LICENSEE sublet any part of the said property.
  11. This agreement may be terminated by either party upon thirty (30) days' written notice to the other party of this License.
  12. Possessory Interest. The Los Angeles County Assessor may value the possessory interest created by this License, or any subleases. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The LICENSEE is obligated to pay this property tax, and failure to do so may be considered a material breach of the License."
  13. All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Mail, registered and postage prepaid, or electronic mail notification, and addressed as here in provided.
  14. LICENSEE shall provide all materials, publications, advertisements, handouts, for review and approval by the TRUSTEES prior to the event (if applicable). This shall include a detailed description of any and all presentations, experiments to be displayed, conducted or performed by LICENSEE. TRUSTEES reserve the right to cancel this License at any time if at its own discretion, the TRUSTEES determine LICENSEE is in violation of TRUSTEE policy.
  15. If LICENSEE is utilizing the pool, LICENSEE **must** hire or use a certified Lifeguard in accordance with Los Angeles County policies at all times.
  16. LICENSEE agrees to assume responsibility for the actions and activities of its minor participants during their presence on TRUSTEES premises. In this respect, LICENSEE agrees to provide necessary supervision of any minor attending or participating in its events for the entire duration of this license.
  17. LICENSEE must provide evidence of insurance via a Certificate of General Liability/Auto Liability insurance from a carrier with an A.M. Best rating of A:VII (or higher) prior to commencement of all services. G/L minimum coverage shall have limits of not less than \$1,000,000 per occurrence, and \$2,000,000 per aggregate, Auto minimum coverage shall have limits of not less than \$1,000,000 Each Accident, and Workers Compensation as required under California State Law with Employers' Liability limits of not less than \$1,000,000. Higher limits will be required for certain events, at the TRUSTEES sole discretion.
- In addition, LICENSEE must submit an Additional Insured Endorsement for GL/Auto with the following additional insured language: "The State of California, The Trustees of the California State University, California State University Dominguez Hills; and the employees, officers, agents, volunteers, and auxiliaries of each of them are included as additional insured."