

UNIVERSITY OF CALIFORNIA

UCM DA 078

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SANTA BARBARA • SANTA CRUZ

UNIVERSITY OF CALIFORNIA, MERCED
5200 NORTH LAKE ROAD
MERCED, CALIFORNIA 95343
(209) 228-4400

October 1, 2009

DIRECTOR OF CAMPUS RECREATION

RE: Delegation of Authority

Effective immediately, as Vice Chancellor for Student Affairs and pursuant to authority delegated to me by the UC Merced Vice Chancellor for Administration, I hereby delegate to the Director of Campus Recreation, effective immediately, the following authority, which may not be redelegated:

Authority to prepare, issue and sign UC Merced Facility Use Agreements for use of the Joseph Edward Gallo Recreation Center and campus Recreation facilities, using the attached standard form.

Source of Authority: DA 2232

(previously delegated to you under DA 2118, which has been superseded by DA 2232).

Jane F. Lawrence
Vice Chancellor for Student Affairs

Cc: Associate Vice President -- Capital Resources Management

**FACILITY USE AGREEMENT
THE REGENTS AS LICENSOR**

THIS FACILITY USE AGREEMENT (“License”), dated _____, 20____, is by and between _____ (“Licensee”) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“University”).

WHEREAS, University is the owner of certain real property described as follows (“Premises”):

Property Address: UC Merced Campus
5200 North Lake Road
Merced, CA 95343

Building and Room: Joseph Edward Gallo Gymnasium

and

WHEREAS, Licensee seeks to enter and use the Premises,

NOW, THEREFORE, Licensee and University hereby agree as follows:

ARTICLE 1 - GRANT OF LICENSE

1.1 Grant. University hereby grants to Licensee and to its agents, employees, guests and invitees an exclusive, revocable license to enter and use the Premises for the purposes, and at the times, set forth in Article 3, below.

1.2 Condition of Premises. University is not aware of any condition in, on, or about the Premises which constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. Other than as set forth above, Licensee accepts the Premises "as is".

ARTICLE 2 - TERM

The term of this License shall be for the period from _____, _____ to _____, _____ (“Term”); however, either party may terminate this License at any time by giving _____ (____) days’ written notice to the other.

ARTICLE 3 - USE OF PREMISES

3.1 Licensee Uses. Licensee shall use the Premises as follows:

Licensee understands and agrees that the actual costs of services may exceed the estimated costs, and that Licensee shall be responsible for paying the actual costs of all services provided by University, including services that are not listed above. _____
Initial

ARTICLE 6 - INDEMNIFICATION

6.1 University's Obligation. University shall defend, indemnify, and hold harmless Licensee, its officers, agents and employees, from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of University, its officers, agents or employees.

6.2 Licensee's Obligation. Licensee shall defend, indemnify, and hold harmless University, its officers, agents, partners and employees, from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorney's fees, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensee, its officers, agents, partners, or employees.

ARTICLE 7 - INSURANCE

7.1 Licensee's Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1.	Each Occurrence	\$1,000,000
2.	Products/Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	General Aggregate	\$2,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this License. The insurance shall have a retroactive date of placement prior to or coinciding with the date of commencement of the Term herein.

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

C. Property Insurance, Fire and Extended Coverage Form in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises.

D. Workers' Compensation as required under California State law.

The coverages required under this Section 7.1.A., B. and C. shall not limit the liability of Licensee.

The coverages referred to under this Section 7.1.A. and B. shall include "The Regents of the University of California" as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Licensee, its officers, employees, partners and agents. Licensee upon execution of this License shall furnish University with certificates of insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any material modification, change, or cancellation of the above insurance coverages.

7.2 Waiver of Subrogation. University and Licensee hereby waive any right of recovery against the other as a result of loss or damage to the property of either Licensee or University when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

ARTICLE 8 – NOTICES

All notices to be addressed by University to Licensee in connection with this Agreement shall be given in writing to Licensee at:

All notices to be addressed by Licensee to University in connection with this Agreement shall be given in writing to:

David Dunham
Director of Campus Recreation
UC Merced
P.O. Box 2039
Merced, CA 95344

with a copy to: Elizabeth Capehart
Contracts and Real Estate Manager
UC Merced
P.O. Box 2039
Merced, CA 95344

ARTICLE 9 – ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement may be modified only by a written Amendment signed by both Licensee and University.

IN WITNESS WHEREOF, the parties have executed this Facility Use Agreement as of the date first written above.

UNIVERSITY:

LICENSEE:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____