



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

October 1, 2009

VICE CHANCELLOR FOR STUDENT AFFAIRS

RE: Delegation of Authority

Effective immediately, as Vice Chancellor for Administration and pursuant to authority delegated to me by the UC Merced Chancellor, I hereby delegate to you, effective immediately, the following authority, which may be redelegated:

Authority to prepare, issue and sign UC Merced Campus Conference Services Agreements, using the attached standard form.

Source of Authority: DA 2232

(previously delegated to you under DA 2118, which has been superseded by DA 2232).

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(previously delegated to you under DA #2118, which has been superseded by DA # 2232).

Mary E. Miller
Vice Chancellor for Administration

cc: Associate Vice President – Capital Resources Management

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
CONFERENCE AGREEMENT**

Date of Agreement: MONTH DD, YYYY

This agreement is made and entered into between the **Regents of the University of California** on behalf of UC Merced Housing Conference Services at the Merced campus (hereinafter called "University") and **ConferenceOrganizationName** (*official/legal name of organization*) whose official address is **OrganizerAddress** (hereinafter called "Sponsoring Organization"). In consideration of the mutual promises and agreements of the parties hereto, it is hereby agreed as follows:

I. LODGING

A. The University agrees to reserve residence hall lodging accommodations for the conference **CONFNAME**, details as follows:

<u>000</u>	estimated participants and staff [NOTE: this is your " Reserved Number "]
<u>000</u>	rooms (with <u>000</u> bed spaces)
<u>000</u>	total nights
<u>00/00/00</u>	date of FIRST night of accommodation
<u>00/00/00</u>	date of LAST night of accommodation

000 additional participants (estimated) who shall attend but shall not reside in University-owned housing

B. **DEADLINE – GUARANTEED NUMBER:** The Sponsoring Organization agrees to provide, in writing, a "**Guaranteed Number**" of participants and staff by 00/00/00 (30 days prior to the first day of the conference). The Sponsoring Organization must guarantee at least 75% of the initial "Reserved Number," or penalties shall be assessed (see §IV.B.2.a.).

*NOTE: If the Sponsoring Organization fails to submit a Guaranteed Number by the aforementioned deadline date, the Reserved Number of participants and staff (or apartments) from §I.A. shall be used as the Guaranteed Number.

C. **DEADLINE – PARTICIPANT LIST:** The Sponsoring Organization agrees to provide a list of participants and staff, both off-campus commuters and those residing on campus, by gender, no later than **DATE** (one week prior to the first day of the conference) for assignment, security and emergency purposes. If this list is not received by the above date, there shall be an additional late processing fee of \$50 per each calendar day late.

D. Check-in time on **date** shall be no earlier than **time**.

E. Check-out time on **date** shall be no later than **time**.

F. The University **SHALL / SHALL NOT** provide light housekeeping service for all rooms.

G. The University **SHALL / SHALL NOT provide** linen service. Linen service includes towels and bed linens.

II. FOOD SERVICE

A. The University agrees to make available to the conference participants and staff residing in its residence halls the following meals: (*Information will be provided by UC Merced Dinign Services*)

B. The University reserves the right to designate all meal hours, and determine how meals are provided.

C. All special meals and catered events are to be arranged only through UCMerced Dining Services. Approval from Dining Services is needed prior to making any alternative food service arrangements.

1) Special meals and catered events must be arranged no later than forty-five (45) days thirty (30) days prior to the first day of the conference. The final number of participants for special meals and catered event must be confirmed five (5) full working days prior to the event.

D. If you are planning to serve alcohol at any event on campus, please contact UC Merced Housing Conference Services. The service of alcoholic beverages must be in accordance with UC Merced guidelines and applicable state law. The University reserves the right to refuse service of alcohol to any individual. Additional insurance is required for organizations serving alcoholic beverages.

III. FACILITIES AND EQUIPMENT

A. **DEADLINE – ROOMS/FACILITIES:** Arrangements for use of classrooms, meeting rooms, auditoriums and athletic facilities must be made no later than thirty (30) days prior to the first day of the conference.

B. **DEADLINE – EQUIPMENT:** Audio-visual and special equipment requests must be submitted fourteen (14) days prior to the first day of the conference.

C. Rates and facilities available are subject to change without notice. (see §IV.B.5. for more information on facilities rates).

IV. FINANCIAL ARRANGEMENTS & AGREEMENT DEADLINE

A. **DEADLINE – CONFERENCE AGREEMENT & NON-REFUNDABLE DEPOSIT:**
The Sponsoring Organization agrees to return this agreement, signed by a representative, by **DATE** with a non-refundable deposit of **\$AMOUNT** (\$25 x reserved number).

IMPORTANT DEADLINE NOTICE:

THIS AGREEMENT SHALL BE RENDERED NULL AND VOID IF NOT RETURNED, SIGNED, TO THE UNIVERSITY BY THE ABOVE DATE. THE SPONSORING ORGANIZATION SHALL THEN BE REQUIRED TO RESUBMIT A REQUEST TO THE UNIVERSITY TO DETERMINE AVAILABILITY OF CONFERENCE LODGING/FACILITIES, AND A NEW AGREEMENT SHALL BE PRODUCED.

B. CHARGES

1) Room & Board Fees and applicable taxes

Per-person charges for lodging and standard meals shall be assessed by the University and billed to the Sponsoring Organization as follows:

- **Package A (Main Package): dates** **\$000.00** double occupancy
\$000.00 single occupancy

Other approved packages are as follows:

- **Package B (Early Arrival): dates** **\$000.00** double occupancy
\$000.00 single occupancy
- **Package C (Early Arrival): dates** **\$000.00** double occupancy
\$000.00 single occupancy

Any additional approved lodging and meal costs for early arrival or late departure shall be assessed accordingly. All participants shall be charged a package rate. If a participant's actual length of stay does not conform exactly to any package, s/he shall be charged for the approved package (with the same arrival date) that is closest to the actual length of stay. The package charged shall be for a number of nights greater than or equal to the participant's actual stay.

2) Penalties –

a) Less Than 75% of Reservation Penalty: Thirty (30) days prior to the first day of the conference, the Sponsoring Organization must provide the Guaranteed Number of participants and staff (§I.B.). If the Guaranteed Number is less than 75% of the initial Reserved Number (§I.A.), the Sponsoring Organization shall be charged a penalty for the difference between the Guaranteed Number and 75% of the initial Reserved Number, as follows: Residence Halls penalty = \$10 per person

b) Guaranteed but Not Present Penalty: Based on check-in records from the conference, if the **number of participants and staff actually residing** in the residence halls is fewer than the Guaranteed Number provided on **GUARANTEEDATE**, the Sponsoring Organization shall be charged a penalty equal to the **double-occupancy lodging-only amount for the main package (\$XXX)** for each participant guaranteed but not in attendance.

3) Special Meals -- Charges shall be determined by UC Merced Dining Services. The Sponsoring Organization shall be charged for no less than the total number of conference participants and staff residing in the Residence Halls, plus guests.
Special Meals are subject to tax. (See also §II.C.1 & §II.C.2.)

4) Catering -- Charges shall be determined by the UC Merced Dining Services division.
Catered events are subject to tax. (See also §II.C.1 & §II.C.2.)

5) Facilities -- Meeting facilities, auditoriums and/or classrooms requested by the Sponsoring Organization shall be reserved by the University, based on availability. The Sponsoring Organization shall be billed for these facilities, based on current University rates

The Sponsoring Organization shall be responsible for any cancellation fees pertaining to a particular space.

6) Keys -- There is an additional charge for any lost or unreturned room/suite key: \$55 for a one bedroom suite, \$90 for a two bedroom suite, and \$155 for a three bedroom suite. The Sponsoring Organization shall be charged this fee for any keys lost by participants during the conference, or any keys not returned by check-out time.

7) Equipment -- Additional costs for equipment are determined by the appropriate University supplier or by the rental price charged by outside vendors. **All equipment charges and services rendered may be subject to tax.**

8) Parking -- Conference participants who wish to park on campus must obtain a parking permit for the duration of the conference. Permits shall be obtained through UC Merced Housing Conference Services. Permittees must park only in designated lots and must abide by all campus parking and traffic regulations, and must be able to provide satisfactory evidence of auto liability and medical insurance. UC Merced Housing Conference Services is not authorized to waive parking citations or fines.

The University reserves the right to engage the services of Parking personnel for check-in or check-out traffic management and the Sponsoring Organization agrees to pay for these services.

9) Damages -- The Sponsoring Organization shall be charged for any destruction or defacement of University property that is caused by any participants or guests of the Sponsoring Organization.

C. PAYMENT SCHEDULE & BILLING

1) The Sponsoring Organization agrees to pay the following (less any advance deposits) to the University by no later than the check-in day of the conference, which is _____:

a) 100% of the room & board fees for the Guaranteed Number, or the actual number of participants/staff (whichever is higher), and

b) The total estimated charges for room/facility rentals and catered events.

Note that (a) and (b) above shall be estimated charges, and that the final invoice (see below) shall reflect actual charges, which may or may not differ from these estimates.

2) As soon as is practical after the completion of the conference, the University shall provide the Sponsoring Organization with an invoice listing all charges and credits. The invoice shall be considered accurate and final if not disputed within fifteen (15) days of receipt.

3) The Sponsoring Organization shall pay the University for all unpaid charges within thirty (30) days of the billing date. If the University does not receive payment in full within thirty (30) days (and no prior arrangements have been made), the balance due is subject to a late charge of .833% per month (10% annually).

V. PROGRAM DETAILS

A. The Sponsoring Organization shall submit to the University a tentative written agenda sixty (60) days prior to the commencement of the program. A final written agenda shall be submitted thirty (30) days prior to the commencement of the program.

B. All program events must be approved by the University.

VI. SUPERVISION

Adult, live-in supervision is required with all youth groups. The University requires one (1) adult, eighteen (18) years of age or older, for every ten (10) youths in attendance. (The University considers a youth to be any person under eighteen (18) years of age.) The Sponsoring Organization shall provide adequate supervision of all participants in the program, in accordance with all University policies, procedures and Conference Regulations to the University's satisfaction during their entire stay at the University. The University reserves the right to request additional supervision at its discretion. If the Sponsoring Organization does not provide adequate supervision within 24 hours after the request, the University shall contract for the appropriate services at the expense of the Sponsoring Organization.

VII. ADDITIONAL REQUIREMENTS & INFORMATION

A. PETS -- No animals except service animals for individuals with disabilities (as defined by the Americans with Disabilities Act) are permitted in the residential facilities.

B. CONFERENCE MATERIALS SENT TO THE UNIVERSITY -- The Sponsoring Organization must inform the University of any materials being shipped to the University in order to coordinate receipt

of packages. The Sponsoring Organization must arrange for the return shipping (at its own expense) of any surplus materials. The University reserves the right to discard any materials not removed within three days after the close of the conference. The University is not responsible for any lost or damaged items left on University property.

VIII. INDEMNIFICATION

The Sponsoring Organization shall defend, indemnify and hold the University, its officers, agents, and employees, harmless from and against any and all claims, damages, costs, expenses (including reasonable attorneys' fees), losses, or liabilities, arising out of or in any way connected with the performance of this Agreement including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons with the exception of those claims, damages, costs, expenses, losses, or liabilities arising from the sole negligence of the University, its officers, agents, or employees.

IX. INSURANCE

A. The Sponsoring Organization, at its sole cost and expense, shall insure its activities in connection with this agreement and obtain, keep in force, and maintain insurance as follows:

1) COMMERCIAL FORM GENERAL LIABILITY INSURANCE (contractual liability included) with minimum limits as follows:

a. General Aggregate	<u>\$2,000,000</u>
b. Products/Completed Operations Aggregate	<u>\$2,000,000</u>
c. Personal and Advertising Injury	<u>\$1,000,000</u>
d. Each Occurrence	<u>\$1,000,000</u>

Liquor Liability coverage is required for all groups that will be serving and consuming alcohol during the course of their event.

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

2) BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

3) WORKERS' COMPENSATION as required under California State law.

4) The coverages required under this Section A 1., 2., and 3. shall not limit the liability of the Sponsoring Organization.

5) The coverages referred to under this Section A 1. and 2. shall include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured.

B. **DEADLINE – INSURANCE:** Certificates of Insurance and additional insured endorsements evidencing compliance with ALL insurance requirements shall be furnished by the Sponsoring Organization to UC Merced Housing Conference Services (fax: 805-893-7287) by **DATE** (same deadline date for return of Conference Agreement).

IMPORTANT DEADLINE NOTICE:

IF CERTIFICATES OF INSURANCE ARE NOT FURNISHED BY THE ABOVE DATE, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID. THE SPONSORING ORGANIZATION SHALL THEN BE REQUIRED TO

RESUBMIT A REQUEST TO THE UNIVERSITY TO DETERMINE AVAILABILITY OF CONFERENCE LODGING/FACILITIES, AND A NEW AGREEMENT SHALL BE PRODUCED.

C. The University shall be named as an additional insured on the Certificate of Insurance Certificate Holder, and on any scheduled additional insured endorsements as follows: The Regents of the University of California, UC Merced Housing Conference Services, University of California, Merced, P.O. Box 2039, Merced, CA 95344.

D. Certificates of Insurance shall provide for THIRTY (30) DAYS advance written notice to the University of any material modification, change, or cancellation of the above insurance coverages (10 days advance written notice for non-payment of premium).

E. Failure to meet the university's insurance requirements shall make this agreement null and void and shall result in cancellation of event.

X. ADVANCE PUBLICITY

A. The Sponsoring Organization agrees to submit to the University for its advance approval all information regarding their conference program, rates, etc., before printing or mailing. The University shall not unnecessarily withhold approval and shall approve the material within ten working days. If the University does not contact the Sponsoring Organization concerning the material within that time, the Sponsoring Organization may assume the material is approved.

B. Advertised room and board rates may not exceed actual rates charged by the University.

C. The name "University of California" is the property of the State. No person shall, without the permission of The Regents of the University of California, use this name, or any abbreviation of it or any name of which these words are a part in any of the following ways:

- 1) To designate any business, social, political, religious, or other organization, including but not limited to, any corporation, firm, partnership, association, group, activity or enterprise; or
- 2) To imply, indicate or otherwise suggest that any such organization is connected or affiliated with, or is endorsed, favored, or supported by or is opposed by the University of California; or
- 3) To display, advertise, or announce this name publicly at or in connection with any meeting, assembly, or demonstration, or any propaganda, advertising or promotional activity of any kind which has for its purpose or any part of its purpose, support, endorsement, advancement, of any political, religious, sociological, economic movement, activity or program.

Provided, that nothing in this section shall interfere with, or restrict, the right of any person to make a true and accurate statement of his present or former relationship or connection with, his employment by, or his enrollment in, the University of California in the course of stating his experience or qualifications for any academic, governmental, business, or professional, credit or enrollment, or in connection with any academic, governmental, professional, or other employment whatsoever.

XI. AMERICANS WITH DISABILITIES ACT

In accordance with the provisions of the Americans with Disabilities Act, certain services, facilities and/or accommodations may be required for participants in Sponsoring Organization's event. It is the Sponsoring Organization's sole responsibility to determine whether any such needs exist and whether the University has the capability to provide for them.

In accordance with the provisions of §IV.B.7, Sponsoring Organization agrees to pay all costs for such services, equipment, or facilities furnished by University at the request of the Sponsoring Organization.

XII. SEXUAL HARASSMENT POLICY

The University of California is committed to creating and maintaining a community in which all persons who participate in programs and activities at the University can work together in an atmosphere free of all forms (including sexual) of harassment, exploitation, or intimidation. Specifically, every member of a program held at the University should be aware that the University is strongly opposed to sexual harassment and that such behavior is prohibited both by law and by University policy. It is the intention of the University to take whatever action may be needed to prevent, correct and if necessary, discipline behavior which violates this policy.

XIII. APPLICABLE LAW

- A. This agreement shall be governed by the laws of the State of California.
- B. Tax-exempt organizations must furnish a State of California Certificate of Exemption to the University forty-five (45) days prior to the conference.

XIV. ADDITIONS OR DELETIONS

- A. Any additional use of facilities and/or services not specified in this agreement is subject to additional charges.
- B. Any waiver or modification of the conditions of this Agreement must be written and signed by an authorized representative of the Sponsoring Organization and an authorized representative of the University.

XV. CANCELLATION

- A. If, for any reason, the Sponsoring Organization wishes to cancel the conference, they may do so at any time with written notice.
- B. **CANCELLATION CHARGES:** All deposits are non-refundable and shall be forfeited in the event of cancellation of this agreement.

The Sponsoring Organization shall also be liable for any applicable penalties described in §IV.B.2. and for any out of pocket fees that the University has incurred (See §IV.B.5 for further facilities cancellation information.)

XVI. CURTAILMENT

- A. In the event that the University buildings, property or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event that other circumstances render the fulfillment of this agreement impractical or impossible, the Sponsoring Organization shall be obligated to pay the fees hereinabove stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances.
- B. The Sponsoring Organization hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this agreement.
- C. If any event a force majeure occurs or is likely to occur, including an act of God, actions or directives of a court or public authority or government, war or any threat to social stability, such as terrorism, death threat, hideous crime, or civil disturbance, fire, explosion, flood, shortage of fuel, power or raw materials, disruption of transportation or communications, strikes or other labor disruption, or any

other natural or man-made event beyond the reasonable control of either party, which, in the sole opinion of the University may affect the safety and/or feasibility of attendance at University by any of the Sponsoring Organization's participants, University shall be entitled, with a written notice at any time, to terminate this Agreement and/or cancel registration of any of its participants.

D. The University shall not be held responsible for accommodation of a room due to "Acts of Nature," (e.g., flood, earthquake, and unusual weather conditions). The University also reserves the right to make special room assignments to accommodate those conditions.

E. The University at its sole discretion reserves the right to refuse service to any Sponsoring Organization or individual whose actions are deemed inappropriate.

F. If this Agreement is terminated and/or if the registration for any of Sponsoring Organization's participants is cancelled pursuant to §XVI.A.-C. set forth above, but prior to commencement of the conference, University shall refund one hundred percent (100%) of the fees paid for any participant whose registration is so cancelled. In case the termination and/or cancellation of registration pursuant to §XVI.A.-C. is effected after the conference has begun, University shall be entitled to deduct a portion of the fees paid for the period from the commencement of the conference until the date of the termination/cancellation notice. In addition, the Sponsoring Organization's obligation to pay a part or whole of the charges which have not been paid until the termination date shall also cease to exist.

XVII. NONWAIVER

It is agreed that any waiver and non-enforcement by the University of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Acceptance by the University of any payment after the Sponsoring Organization's breach of any provision of this Agreement shall not be deemed a waiver of such provision or any prior subsequent breach of any provision, other than the Sponsoring Organization's failure to make timely payments so accepted whether or not the University knew of the breach at the time such payment was accepted.

XVIII. PRICE MATRIX & CONFERENCE REGULATIONS

The document "Conference Regulations" produced by UC Merced Housing Conference Services is hereby made a part hereof.

We, the undersigned, do hereby enter into this facilities and services agreement, as witnessed by our signatures below, and warrant that we have authority to sign on behalf of the University or the Sponsoring Organization.

REGENTS of the UNIVERSITY OF CALIFORNIA
Santa Barbara Campus, Campus Conference Services

Sponsoring Organization
(Official/Legal Name of Organization)

Signature

Signature

Title

Title

Date

Date

IMPORTANT DEADLINE NOTICE:

THE FOLLOWING ITEMS MUST BE RETURNED TO THE UNIVERSITY BY **DD/MM/YYYY**:

- CONFERENCE AGREEMENT, SIGNED BY REPRESENTATIVE OF SPONSORING ORGANIZATION (SEE §IV.A.)
- NONREFUNDABLE DEPOSIT (SEE §IV.A.)
- CERTIFICATES OF INSURANCE FOR ALL INSURANCE REQUIREMENTS (SEE §IX.B.)

IF ALL ITEMS ARE NOT RETURNED TO THE UNIVERSITY BY THE ABOVE DATE, THIS AGREEMENT SHALL BE RENDERED NULL AND VOID. THE SPONSORING ORGANIZATION SHALL THEN BE REQUIRED TO RESUBMIT A REQUEST TO THE UNIVERSITY TO DETERMINE AVAILABILITY OF CONFERENCE LODGING/FACILITIES, AND A NEW AGREEMENT SHALL BE PRODUCED.

PLEASE MAIL ALL PAYMENTS TO THE FOLLOWING ADDRESS:

**UC Merced Housing Conference Services
P.O. Box 2039
Merced, CA 95344**

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**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:

3.2 Time of Use. The Licensee's use of the Premises shall be at the following times and days of the week:

ARTICLE 4 - CONSIDERATION

4.1 Consideration. As total consideration for its use of the Premises, Licensee shall pay to University:

University **estimates** that the actual costs for the services, equipment and furnishings described in Article 5 will be _____.

4.2 Payment.

Checks shall be made payable to "The Regents of the University of California", shall reference account number _____, and shall be mailed to the following address:

University of California, Merced
Campus Cashiering Services
P.O. Box 2450
Merced, CA 95344

ARTICLE 5 - SERVICES

University shall provide the following services, at the following rates (includes estimated costs for each service):

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: _____