



Wong Kerlee International Conference Center
Facility Usage Agreement NON-LLUAHSC

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Please return this form to our office or fax it to ext. 80290 or (909) 558-0290

FACILITY USAGE AGREEMENT

THIS AGREEMENT is intended to document the terms and conditions applicable to the use of facilities owned and/or operated by LOMA LINDA UNIVERSITY ("University") by a group or organization which is not a part of the University or a part of a supporting or affiliated organization.

USER: _____

FACILITY: _____

DATE/TIME: From: _____ at _____

To: _____ at _____

PURPOSE (Describe briefly): _____

CONSIDERATION: \$ _____ PAYABLE _____

- I. APPROVAL: The usage contemplated by this Agreement shall be subject to approval by the Office of the President of the University. Any additional information required for evaluation shall be furnished upon request. The decision made in the discretion of the said Office shall be binding upon all interested parties.
- II. USAGE: It is understood and agreed that the usage hereunder shall not be in conflict with the principles and practices of the Seventh-day Adventist Church or the policies of the University. The following list covers some, but not necessarily all, of the applicable restrictions which are hereby imposed:
 - A. There shall be no use or promotion of alcoholic beverages, tobacco products, or controlled substances on the campus of the University. Meat or meat products shall not be sold, promoted, or served on the campus.
 - B. There shall be no use of vulgar or abusive language.
 - C. The program shall not be political in nature.
 - D. The primary purpose of the event shall not be fund raising. An offering may be taken to help cover the cost of the event, but a general appeal for funds to support the overall operation of the user organization shall not be made.
 - E. No secular program (or preparation therefore or cleanup thereafter) shall take place between one-half hour before sunset on Friday and one-half hour after sunset on Saturday.
 - F. Conduct and appearance of participants and attendees shall be appropriate to the approved purpose stated above. Any participants or attendees who do not reasonably conform to this requirement may be asked to leave the campus of the University.
 - G. Meat or meat products shall not be sold or promoted on the campus.
- III. INSURANCE/INDEMNITY: University administration shall select and the User shall accept either the following Paragraph A or Paragraph B which shall then be applicable to the program or activities of the User to be covered by this Agreement. The initials of the authorized representatives of the University and the User adjacent to either Paragraph A or Paragraph B shall evidence selection and acceptance of that Paragraph by the parties hereto:

Selected by University: _____

Accepted by User: _____

A. Insurance. The User shall furnish evidence of applicable public liability insurance in amounts not less than one million dollars (\$1,000,000) for bodily injury and fifty thousand dollars (\$50,000) for property damage which is issued or endorsed to cover the proposed activity. The issuer of such insurance shall be subject to approval by the University.

Selected by University:

Accepted by User:

B. Indemnity. User shall indemnify and hold harmless the University from and against any and all claims arising from User's use of the Facility or from the conduct of User's business or from any activity, work, or things done, permitted or suffered by User in or about the Facility or elsewhere and shall further indemnify and hold harmless University from and against any and all claims arising from any breach or default in the performance of any obligation on User's part to be performed under the terms of this Agreement, or arising from any negligence of the User, or any of User's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against University by reason of any such claim, User upon notice from University, shall defend the same at User's expense by counsel satisfactory to University. User, as a material part of the consideration to University, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Facility arising from any cause and User hereby waives all claims in respect thereof against University.

IV. PARKING & ACCESS: Participants and attendees shall have the non-exclusive right to use the parking areas of the University designated for visitors at reasonable times and shall have pedestrian ingress and egress to the designated facility during the times specified above.

V. ASSIGNMENT: This Agreement shall be non-assignable and any attempt by the User to assign it shall cause it to be void and of no further force or effect.

VI. USER RESPONSIBILITY: The User shall be responsible for any and all damage caused by it to the physical plant of the University, other than ordinary wear and tear commensurate with the usage authorized herein.

VII. OTHER PROVISIONS: _____

This Agreement is made between the parties hereto at Loma Linda, County of San Bernardino, State of California, on _____, 20 _____

USER: _____

By: _____
Authorized Representative

UNIVERSITY: Loma Linda University

By: _____
Authorized Representative

Countersigned:
Office of the President

By: _____