

FACILITY USE AGREEMENT
(County Administration Center)

This Facility Use Agreement (“Agreement”) is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN DIEGO, ("County"), a political subdivision of the State of California, and _____ (“Licensee”), with reference to the following facts:

RECITALS

A. County owns the County Administration Center (“CAC”) located at 1600 Pacific Highway, San Diego, California, and 1700 Pacific Highway, San Diego, California, and is entrusted with the protection and preservation of the CAC for the benefit of the public;

B. Licensee wishes to use an agreed upon portion of the CAC for the purpose of:

C. County and Licensee desire to enter into an agreement for the use of an agreed upon portion of the CAC for the purposes set forth above.

AGREEMENT

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensee is authorized to enter upon the grounds of the CAC and to use the following portion of the CAC for the purpose identified above:_____. No interest in real property is conveyed by this agreement.
2. This Agreement does not constitute a lease, but constitutes a mere revocable license (“License”). Licensee shall be entitled to use only the access route(s) designated by County. Licensee shall have no right or privilege to use any portion of the CAC not described above for any purpose.
3. The term of this License shall commence at _____ . m., on the ____ day of _____, 20____, and shall terminate at ____ . m., on that same day. However, the Property Manager may revoke this License at any time.
4. Licensee paid the Property Manager the sum of \$_____ for the use of the CAC facilities described above. [This provision does not apply to public

protests, vigils, demonstrations, etc. or to the use of the parking lots or plazas by non-profit community groups.]

5. Licensee also paid the Property Manager a refundable cleaning deposit in the amount of \$_____. The deposit shall be held by the Property Manager to ensure that Licensee properly cleans the portion of the CAC used. If Licensee fails to do so, the Property Manager may deduct from the deposit, the cost to clean the area used by Licensee. [This provision does not apply to public protests, vigils, demonstrations, etc.]
6. This License is non-exclusive. The County will continue at all times to maintain and control the CAC, including that portion used by Licensee.
7. This License is personal to Licensee and may not be transferred or assigned.
8. Licensee shall not be permitted to use the CAC for any purpose other than as expressly provided for in this License.
9. The CAC is primarily for use by the County, its employees and members of the public in furtherance of County governmental business. County governmental business takes priority over all non-County use. If Licensee's use interferes with or conflicts with use of the CAC for County governmental business, this License may be terminated, or, if possible, Licensee may be relocated to another location at the CAC.
10. Licensee's use of the CAC shall not obstruct or interfere with vehicular traffic entering or exiting the CAC.
11. Licensee's use of the CAC shall not obstruct or interfere with ingress or egress to or from the CAC by the public, County employees, or anyone else who is authorized to enter the CAC.
12. County shall not be liable for, and Licensee shall defend and indemnify County and its officers, agents, employees and volunteers (collectively, "County Parties") against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens, or other liens, labor disputes, losses, damages, expenses, charges or costs, of any kind or character, including attorneys' fees and court costs (collectively, "Claims"), which arise out of or are in any way connected to Licensee's use of the CAC, or any act, error, omission, or negligence of Licensee, its agents, servants, officers, directors, members, employees, or guests, including without limitation, Claims caused by the concurrent negligent act, error, or omission, whether active or passive, of County Parties. Licensee shall have no obligation to defend or indemnify County Parties from a Claim if it is determined

by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

13. Licensee shall have insurance in the amount and form specified by the Property Manager in Attachment “A”. [This provision does not apply to public protests, vigils, demonstrations, etc. or to use of a room in the tower for post-wedding related activities.]
14. Licensee shall not commit, suffer, or permit the commission by others of any waste or nuisance at the CAC. Licensee shall leave the CAC in a neat, clean and sanitary condition.
15. Licensee shall be liable to County for any loss or damage to the CAC arising from, or in connection with, the use of the CAC by the Licensee or any of its officers, agents, employees, members, or participants. Licensee shall be responsible for all costs incurred by County to clean and/or repair the CAC after Licensee’s use.
16. Licensee shall comply with all of the Rules and Regulations set forth in Attachment “B”. Licensee shall, at all times, observe and comply with all applicable federal, state, and county statutes, ordinances, rules, regulations, directives, and orders of governmental agencies. Violation of any of the Rules and Regulations set forth in Attachment “B”, or any statute, ordinance, rule, regulation, directive or order, by Licensee or anyone participating with Licensee in the activity authorized by this Agreement will result in the immediate termination of this License and the possible expulsion of Licensee, and all those persons participating with Licensee, from the CAC.
17. All organized public protests, demonstrations, vigils and expressions of free speech shall only take place at the times authorized by this License and shall be confined to the Public Assembly Area(s) designated below:
 - West side of the County Administration Center on the paved surface between the fountain and Harbor Drive.
 - East side of the County Administration Center on the paved surface between the flagpole and Pacific Highway.
 - Sidewalk area from the bottom of the stairs to the parking lot curb at the north entrance to the County Administration Center.
 - Sidewalk area from the bottom of the stairs to the parking lot curb at the south entrance to the County Administration Center.

Organized public protests, demonstrations, vigils and expressions of free speech shall not be permitted at the CAC between the hours of 6:00 p.m. through 7:00 a.m. Use of the Public Assembly Areas shall not interfere with County governmental business. If any type of amplification system is used, the sound level shall not exceed 100 decibels.

18. Licensee is responsible for supplying any equipment needed for Licensee's use. County assumes no responsibility or liability for equipment brought to the CAC by Licensee. Licensee is solely responsible for all equipment Licensee brings to the CAC.
19. This License grants a one-time use only. CAC facilities are not available for regularly scheduled meetings or events of organizations or groups recurring at stated intervals and extending over a period of time.
20. Admission to events or meetings held at the CAC must be free. No charges, fees, dues, or registration fees may be solicited or collected at any event or meeting as a condition of admission.
21. Licensee may not solicit or collect a fee to park vehicles at the CAC.
22. Licensee, or Licensee's representative, represents that he/she is at least eighteen years of age and that he/she is authorized to execute this Agreement on behalf of Licensee.

DATED: _____

LICENSEE:
BY: _____

DATED: _____

COUNTY OF SAN DIEGO
BY: _____
Property Manager

ATTACHMENT "A"

INSURANCE REQUIREMENTS

Commercial General Liability including Premises, Operations, Products and Completed Operations, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$1,000,000 general aggregate limit. The County of San Diego, its officers, employees and agents must be named as additional insured on the policy. The original certificate of insurance and separate additional insured endorsement must be provided prior to use.

ATTACHMENT "B"

FACILITY RULES AND REGULATIONS FOR USE OF CAC

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of any building at the CAC without the prior written consent of the Property Manager. The Property Manager shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Licensee.
2. Licensee shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall that may appear unsightly from outside of any building at the CAC.
3. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Licensee, or used for any purpose other than for ingress to and egress from the CAC.
4. The toilet rooms, urinals, toilets, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by Licensee.
5. No furniture, freight or equipment of any kind shall be brought onto the CAC without the prior notice to, and written consent of, the Property Manager.
6. Licensee shall not use, keep, or permit to be used or kept, any foul or noxious gas or substance at the CAC, or permit the CAC to be occupied or used in a manner offensive or objectionable to the County or other occupants of the CAC by reason of noise, odors and/or vibrations. Licensee shall not interfere in any way with other occupants of the CAC, or those having business therein. Nor shall any animals or birds be brought in or kept in or about the CAC with the sole exception of disability assistance animals.
7. No cooking shall be permitted at the CAC without the prior written consent of the Property Manager, nor shall the CAC be used for the storage of merchandise, or washing clothes, for lodging, or for any immoral purposes.
8. If Licensee plans to serve food or drink, Licensee shall submit a written plan to the Property Manager specifying when, how and by whom all areas used are to be cleaned. The Property Manager must approve this plan before Licensee is authorized to serve food or drink.

Licensee shall obtain a permit from the County if a health permit is required to serve food or drink. Food or beverage service must not conflict with County contracted food vendors on site at the CAC.

9. Licensee shall not use or keep at the CAC any kerosene, gasoline or inflammable or combustible fluid or other hazardous material, or use any method of heating or air conditioning other than that supplied by the County. No weapons, explosives or fireworks of any kind shall be brought onto or used upon the CAC.

10. Smoking is not allowed within any building nor outside within 50 feet of any door, window or other opening at the CAC. No alcoholic beverages may be served or consumed at the CAC. The Property Manager reserves the right to exclude or expel from the CAC any person who, in the judgment of the Property Manager, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these rules and regulations or the License to which these rules and regulations are made a part.

11. Licensee shall not disturb, solicit or canvass any occupant of any building at the CAC, and shall cooperate to prevent the same.

12. All entrance doors to room(s) within buildings at the CAC that are utilized by Licensee shall be kept closed when the room is not in use, and all doors opening to public corridors shall be kept closed except for normal ingress and egress from the CAC.

13. Outdoor events require the provision of portable toilets at the rate of one per 250 people attending the event. ADA accessible portable toilets must be provided at the rate of 10% of total toilets with a minimum of one. Licensee is solely responsible for providing and removing the required portable toilets.

14. Licensee shall comply with all City, County, State and Federal disability access requirements applicable to a particular event.

15. Any weekend or evening parking in the CAC parking lots associated with a special event shall be paid parking under control of the current County parking lot vendor.

16. Use of any of the facilities inside any building located at the CAC by non-County persons or groups and use of the outdoor public assembly areas at CAC for public protests, vigils or demonstrations is limited to normal business hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays. Use of the CAC parking lots or plaza areas by non-County groups is limited to weekends, holidays and 6:00 p.m. to 7:00 a.m. Monday through Friday.

ATTACHMENT "C"

PUBLIC ASSEMBLY AREAS

West side of the County Administration Center on the paved surface between the fountain and Harbor Drive. East side of the County Administration Center on the paved surface between the flagpole and Pacific Highway. Sidewalk areas from the bottom of the stairs to the parking lot curb at the north and south entrances to the County Administration Center.