Facility Reservation

INTRODUCTION:

San Jose State University’s Spartan Recreation Department is committed to being a tool that can be utilized by all of its students, faculty, staff, and community members. In addition the recreation department offers specific event space to student organizations, campus departments, and organizations as well as community groups. The Sport Club offers a variety of event space that can be utilized for a plethora of activities and needs.

San Jose State University’s Spartan Recreation scheduling team will coordinate and assist your group in finding the appropriate space for your needs. As well as developing a layout/setup, and coordinating rental equipment with our programming departments if needed.

Any facility reservation request will be considered when received with appropriate notice and time (2 to 3 weeks is recommended). All reservations are not final until a confirmation and or a contract has been sent or signed by the Spartan Recreation manager. Reservations are also dependent on space and the amount of staff the facility can accommodate for the event.

Non-university affiliated individuals or groups (and events open to the public) must provide proof of insurance certificate. To find further details about pricing what we offer and our policies and procedures please review the sections provided on these topics.

We look forward to the opportunity to coordinate with you and host your next event!
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Activity Spaces

The Sport Club offers a multitude of space within our facility and each space has a plethora of diverse equipment that can be utilized for your event. The facility contains one cardio hall, two unique activity spaces (multipurpose room and aerobics room), two dance studios, six racquetball courts and one mini gym for basketball, volleyball and badminton, including one weightroom. We also have men and women locker rooms combined with our restroom facilities.

Before reserving a space please see our usage and policies section at the end of this manual.

Cardio Hall:
Capacity: 25
➢ 11 ellipticals
➢ 3 stair masters
➢ 4 cardio bikes
➢ 2 rowing machines.
➢ 1 upper body cardio machine
The space also provides an area for stretching with bosu balls, kettle bells, and black mats for stretching.

Activity Spaces: Multipurpose Room /Aerobics Room

Multipurpose Room:
Capacity: 40
➢ Certain equipment in this space is not eligible for reservation use, unless otherwise coordinated with Group Fitness coordinator Christina Maino. This includes, but is not limited to the Grit barbells (smart bars) and risers.

Aerobics Room:
Capacity: 316
Certain equipment in this space is not eligible for use unless otherwise coordinated with Group Fitness coordinator Christina Maino and Kin department. This includes, but is not limited to the the dumbbells in the black racks, risers, and the kin equipment located on the left back wall of the aerobics room.

Dance Studios A&B:
Capacity: 20
➢ Certain equipment in this space is not eligible for use unless otherwise coordinated with Group Fitness coordinator Christina Maino and Kin department. This includes, but is not limited to the the dumbbells in the black racks, risers, and the cycling bikes in the hallway next to dance studios.

Racquetball Courts:
Capacity: 20
➢ Any equipment not provided by the Sport Club that is brought into this space must be approved by the Sport Club manager.

Mini Gym:
Capacity: 300
➢ Certain equipment in this space is not eligible for use unless coordinated with I.M’s coordinator and Sport Club manager.

Weight Room:
Capacity: 346
➢ 10 Treadmills
➢ 4 bikes
➢ 16 Selectorized Equipment
➢ 7 Squat Racks
➢ 1 Leg Press
➢ 1 Smith Machine
➢ 2 Bench Press
➢ 1 Olympic Platform (with 3 olympic bars)
➢ 1 Free Weight Rack (ranging from 5 lb dumbbells to 100 lb dumbbells)

Billiards Room:
Capacity: 80
- 9 pool tables
  - Pool sticks/balls provided
- Lounge area
**USAGE POLICIES**

**Age**
1. Participants must be 18 years or older to participate in Spartan Recreation activities.
2. Patrons under 18 must be supervised by an adult.
3. Patrons under 14 are not permitted to use weights or cardio equipment.

**General Policies**
- Meeting and activity spaces associated to the Sport Club and Spartan Recreation are reserved and processed by our Sport Club Scheduling and Management team, to get in contact with them call: (408) 924-6368.
- Sports Equipment can be reserved with our IM Coordinator: (408)-924-6218.
- Audio and sound systems are not provided unless coordinated with Sport Club manager or Group Fitness manager: (408) 924-6228.
- Rates are dependent on an individual/groups association and intention with San Jose State University. These rates are outlined in our Rate Classifications section.
- Staffing fees may apply to rentals.
- The Sport Club Scheduling and Management team reserves the right to move a group to another space that adequately meets their needs.
- Registered Student Organizations requesting space have their rental fees waived if requests are approved.
- Solicitation by individuals or non-University groups is prohibited, except through established University approval.
- Food sales must be coordinated with Food Services.
- All Student Union, Inc. facilities are under the jurisdiction of the State of California, and any use thereof is subject to laws of the State of California and rules and regulations issued pursuant thereto. Any use of such facilities in violation of such laws, rules, and regulations could subject an offending party to civil and/or criminal liability. Further, any persons who enter into a contract (written or verbal) on behalf of the State of California or Student Union, Inc. for use of facilities, without specific contractual authority therefore, could be held personally liable on such contract. Notwithstanding these guidelines for use of facilities, the governing authorities of the Student Union, Inc. reserve the right to
deny use of any facility for any reason determined by them as necessary to comply with applicable law otherwise to promote or protect the Student Union, Inc.

**Rate Classifications**

1. San Jose State University (SJSU) Affiliate:
   a. Currently registered SJSU student organizations (ex: Akbayan, BSO, Fraternity/Sororities)
   b. SJSU campus departments (ex: KIN, ATHLETICS, EOP, PHYSICS, etc.)

2. Non-SJSU Affiliate:
   a. Groups not meeting at least one of the above requirements
   b. Individuals/groups reserving space associated with revenue producing endeavors.

*Facility rental rates for philanthropic events will be determined on a case-by-case basis.*
### Sport Club Rates

#### Kinesiology Classes
- $13.50/hr aerobics room/mini gym/multipurpose room

#### Campus Departments
- $13.50/hr plus any direct expenses
- Racquetball Courts: $7.00 p/h/c
- Dance Studios: $7.00 p/h/s

#### Off-Campus Organization
- Aerobics Room and Mini-Gym
  - $75/hr or $250/day (arena)
  - Staff time is $20/hr
- Dance Studios
  - $18/hr
  - Staff time is $20/hr
- Racquetball Courts
  - $15/hr
  - Staff time is $20/hr

#### Arena Events
- Aerobics Room
  - $250 per day
- Racquetball Courts
  - $50 per day

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<table>
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<tr>
<th>Aquatic Center On-Campus</th>
<th>Aquatic Center Off-Campus</th>
<th>Sport Club On-Campus Org.</th>
<th>Sport Club Off-Campus Org.</th>
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| Waterpolo Team (practices and matches) | Off-Campus Organization (practices) | Kinesiology Classes | • Aerobics Room & Mini-Gym  
- $75/hr  
- Staff time $20/hr  
• Dance Studios  
- $18/hr  
- Staff time is $20/hr  
• Racquetball Courts  
- $15/hr  
- Staff time is $20/hr |
| • 11 lanes  
• $30/hr plus any direct expenses  
• Staff time charge @ pay rate | • $7.50 p/h/l | • Aerobics Room & Mini-Gym & Multipurpose room  
- $13.50/hr |
| | | • Racquetball Courts  
$7.00 |
| | | | |
| Swim Team (practices and meets) | Special Event (meets, matches, etc.) | Campus Events | Arena Events |
| • 9 lanes  
• $24.60/hr plus any direct expenses  
• Staff time charge @ pay rate | • $150/hr (5 hour min.)  
• $75 each additional hr  
• Staff time is $20/hr  
• Fee includes all swim lanes | • $13.50/hr plus any direct expenses  
• Racquetball Courts: $7.00/ hr/court  
• Dance Studios: $7.00/ hr/studio | • Aerobics Room & Mini-Gym  
- $250 per day  
• Racquetball Courts & Dance Studios  
- $50 per day |
| | | | |
| Kinesiology | Campus Rec | Athletics | |
Facility Reservation - Request Process

1. General Inquiries can be made by calling the Sport Club front desk at (408) 924-6368 or by visiting our website at http://www.sjsu.edu/spartanrec/ - the facility request form will be listed under facility reservations.

2. All requests will be considered within reasonable circumstances. 14 days prior to the event date is recommended to provide the best opportunity for quality service.

3. Spartan recreation reserves the right to decline any request.

1. Confirmation
   a. An automatically generated confirmation of receipt for facility requests will be sent via email upon receipt of the electronic facility request form.
   b. If confirmation or status update is not received within five business days of the initial request date, please contact Sport Club manager at dominic.ackerman@sjsu.edu.

2. Catering and Food
   a. Food and catering must be approved through Student Union, Inc and Spartan Shops.

3. Changes to Reservations
   a. Changes to reservations will be considered when requested with appropriate lead time, 14 days is recommended.
   b. Charges may apply for changes if applicable.

Cancellation Policy
1. All staffing fees are non refundable.
2. Cancellations must be made 14 days prior to event in order to receive full rental refund.
3. Cancellations made 13 days prior to event will only receive 50% of rental refund, but are still required to pay staffing fee.
Payment Insurance Policies

1. Campus Departments
   i. Kinesiology / Campus departments
      1. Payment
         a. Kinesiology and other campus departments are invoiced for time used.
      2. Payment will be collected prior to end of the semester.

2. Student Organizations
   i. Insurance
      1. Student Organizations holding events need insurance for the Special Event.
      2. Student Organizations should see Leanne in the Student Union Scheduling for student insurance.
      3. Student clubs and organizations DO NOT have to pay for insurance.
      4. Student Union receives funds to cover the insurance of Club Sports teams and special events for recognized student organizations.
   ii. Payment
      1. Recurring non special events (ex. practices) during operational hours do not incur facility charges.
      2. Student organizations and clubs do not get charged for a facility rental.
      3. Student organizations who are requesting space for special events that require staffing and are during non facility hours WILL be charged a fee for staffing.
      4. Based on necessary staffing needs cost will be determined during non operation hours.
      5. Academic classes that wish to reserve space must email Dominic Ackerman to reserve space.
3. Off Campus
   i. Payment
      1. Payment policy will be determined through contract with Student Union management.
   ii. Insurance
      1. Must have 2 million dollars of liability insurance prior to reservation.
INSURANCE REQUIREMENTS FOR VENDOR CONTRACT

1. VENDOR shall procure and maintain during the life of this contract the types and amounts of insurance satisfactory to the Chancellor’s Office Executive Order No. 1069. The insurance requirements are as follows:

- **General Liability**: Comprehensive or Commercial Form General Liability (combined single limit for bodily injury and property damage): Each Occurrence $1,000,000, General Aggregate $2,000,000.
- **Business Automobile Liability**: Limits of Liability (combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage): Each Accident $1,000,000.
- **Workers’ Compensation**: Limits as required under California State Law with Employer’s Liability limits of $1,000,000.
- **Hold Harmless Provisions**: VENDOR shall hold harmless, indemnify, and defend the Student Union of San Jose State University, San Jose State University, the State of California, the Trustees of the California State University and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by VENDOR of said property or service.

**VENDOR shall furnish Certificates of Insurance or Self-Insurance** evidencing the insurance required hereunder.. Each certificate should provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions.

**VENDOR shall provide for Acceptability of Insurers rating, AM Best-AVII or equivalent, unless otherwise agreed upon by the UNION.**
VENDOR shall name the Student Union of San Jose State University, San Jose State University, the State of California, the Trustees of the California State University and the officers, employees, volunteers and agents of each of them as additional insureds, except for professional liability and workers’ compensation insurance.
LICENSE AGREEMENT (EXAMPLE)

This Agreement, made this between the Student Union, a non-profit California Corporation, hereinafter called "SPORT CLUB", and hereinafter called "LICENSEE".

WITNESSETH

1. **EVENT:** SPORT CLUB hereby grants to LICENSEE permission to use the Property known as SPORT CLUB ("Property") for the purpose of the _________ on __________

Other property covered by this agreement may include: No fixtures, signs, or equipment may be placed on or attached to the property without written consent of SPORT CLUB. No alterations to the Property are permitted without written consent of SPORT CLUB.

The LICENSEE agrees to use the Property covered by this Agreement only for the purpose specified.

2. **RENTAL FEES:** LICENSEE agrees to pay SPORT CLUB a flat rental fee of $RENT and direct costs of $DIRECT COST for use of the property and services outlined in this Agreement (Attachment A). These direct costs are listed in Attachment A. Any amount in excess of that shown in Attachment A will be paid within 14 business days upon presentation of an invoice by the SPORT CLUB to LICENSEE. The sums listed above are to be paid in accordance with the following schedule:
   a) A non-refundable deposit of $AMOUNT is due on DATE
   b) A complete payment of all remaining fees ($AMOUNT) is due on or before DATE

LICENSEE must open the doors of its attraction as advertised unless otherwise agreed upon as necessity indicates. In the event LICENSEE has not completed its
event within the time specified in item No. 1 of this Agreement, there shall be an added fee for each additional hour of facility rental fee and direct costs, such as staff time.

3. **DIRECT COSTS**: The SPORT CLUB agrees to furnish utilities for the said Property, including heat, cooling, water, and electricity, except when such service cannot be supplied for causes beyond the control of the SPORT CLUB 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 SPORT CLUB if the failure or defect cannot be reasonably remedied in time for use by the LICENSEE during the term hereof. SPORT CLUB is not responsible or liable to LICENSEE for any costs or damages in that event. The cost of installation of additional electrical, gas, plumbing, or other utility service(s) shall be the sole responsibility of LICENSEE and is subject to prior written approval of SPORT CLUB. The SPORT CLUB will furnish at LICENSEE’S expense all janitorial services and all crowd control services including and not limited to security.

4. **DEFAULT**: Should LICENSEE default in the performance of any of the terms or conditions of the Agreement, or should LICENSEE cancel the event covered by this Agreement, SPORT CLUB may, at its sole option, elect (a) to cancel this Agreement, in which event LICENSEE shall be released from all prospective (but not any already incurred) liability and obligation under this Agreement that would have arisen in the future had the Agreement not been cancelled; or (b) to enforce all the provisions, terms, and conditions of the Agreement, in which LICENSEE shall be liable for the full amount of the rent, of nonrefundable deposit provided for herein, plus all expenses incurred by SPORT CLUB in connection with the event.

5. **LICENSEE PROPERTY**: Any fixtures, signs, or equipment provided by LICENSEE at SPORT CLUB's approval shall remain the property of LICENSEE and shall be removed from the Property upon completion of the use of the facility as specified in Item No.1. The LICENSEE, if required by the SPORT CLUB, shall
upon termination of this Agreement, restore the Property to the same condition as that existing at the time of entering the Property, with the exception of reasonable wear and tear, damages by the elements or by circumstances beyond LICENSEE control. At all times, the property of the Licensee shall remain the responsibility of Licensee.

6. **STORAGE**: Shipments for LICENSEE shall be accepted at SPORT CLUB only on the date(s) of occupancy as specified in Item No.1. There is no storage space available in the SPORT CLUB and LICENSEE shall not ship anything to SPORT CLUB until occupancy.

7. **SPORT CLUB PROPERTY**: If storage of equipment or any other items is necessary, Recreation Facilities manager must approve it.

8. **ILLEGAL PERFORMANCE OR EXHIBITION**: No performance, exhibition or entertainment shall be given or held in the Property which is illegal, and should any such exhibition or performance, or any part thereof, be deemed by SPORT CLUB to be illegal, then SPORT CLUB at no cost or liability to the SPORT CLUB and without claim from LICENSEE may cancel said performance or exhibition, or any part thereof. If the Property has been used for any unlawful act and actual damages of a greater amount cannot be demonstrated; LICENSEE shall be liable to SPORT CLUB in the amount of $25,000 liquidated damages. The amount of liquidated damages is set because the parties agree that it is impractical or extremely difficult to determine the actual damages for such breach.

9. **CANCELLATION**: In the event that the Property herein rented or any portion thereof is not available for occupancy upon commencement or during the term of this Agreement due to fire, Acts of God, strikes, state of emergency or other causes beyond the control of SPORT CLUB (other than a scheduling conflict caused by SPORT CLUB), this Agreement and the obligations of SPORT CLUB and LICENSEE herein shall terminate, provided, however, that any portion of the rent previously paid shall be promptly refunded by SPORT CLUB to LICENSEE after deduction of prorated sums attributable to LICENSEE’S use of the Property
or cost incurred by SPORT CLUB in connection with LICENSEE’S preparation or use of facilities only through the date of termination. SPORT CLUB hereby waives any claim against LICENSEE for damages and expenses by reason of such termination and LICENSEE hereby waives any claim against SPORT CLUB for damages and expenses by reason of such termination.

The SPORT CLUB reserves the right to cancel use of the Property without liability of any kind or nature to LICENSEE at any time it believes adverse conditions exist that would result in damage to the Property or persons. SPORT CLUB reserves the right to cancel the use of the Property at any time if the conditions are not in compliance with applicable city, state, or Federal law, regulations and conditions of SPORT CLUB or the University, or the terms of this Agreement, and/or if use of the property is deemed improper or not in the best interests of SPORT CLUB and/or the University.

10. **EXAMINATION AND SUPERVISION OF PROPERTY**: It is understood and agreed that SPORT CLUB and its agents shall have the right to enter the said Property or any part thereof at any time for the purpose of examination and supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by SPORT CLUB.

LICENSEE shall not do nor permit to be done, anything which interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof in the Property, nor do or permit to be done anything which may interfere with free access and passage by SPORT CLUB personnel and the public to all areas of the Property.

11. **AGREEMENT IS NOT ASSIGNABLE**: It is mutually understood and agreed that this Agreement is not assignable by the LICENSEE either in whole or in part, nor shall the LICENSEE sublet any part of the said Property.

12. **INSURANCE REQUIREMENTS**: LICENSEE at its sole cost and expense shall procure and maintain during the life of this CONTRACT the types
and amounts of insurance satisfactory to the Chancellor’s Office Executive Order No. 849. The insurance requirements are as follows:

- **General Liability**: comprehensive or commercial form minimum limits each occurrence $1,000,000, General Aggregate $2,000,000.
- **Employer Liability**: $1,000,000
- **Business Automobile Liability**: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.
- **Workers’ Compensation**: as required under California State law.
- **Hold Harmless Provision**: Licensee shall hold harmless, indemnify, and defend the Student Union of San Jose State University, San Jose State University, the State of California, the Trustees of the California State University and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by Promoter or lessee of said property or service.

**LICENSEE** shall furnish **Certificates of Insurance** or Self-Insurance to SPORT CLUB evidencing the insurance required hereunder upon 30 days notice to do so. Each certificate should provide that at least **30 days advance written notice** be given to SPORT CLUB in the event of any modification, change, or cancellation of any of the insurance coverages.

Proof of coverage shall be submitted to SPORT CLUB and shall be in the form of a properly issued and signed certificate of insurance with copies of all of the following required endorsements attached thereto. **LICENSEE** shall not commence performance of any work or obligations under the terms of this
Agreement until SPORT CLUB is provided with the required certificates of insurance and endorsements as set forth hereinafter, or with respect to worker's compensation insurance, with a certificate of consent to self-insure issued by the Director of the Department of Industrial Relations. Furthermore, it is specifically understood that SPORT CLUB shall not be responsible for any premiums of assessments with respect to any insurance policies required hereunder of LICENSEE.

The following endorsements are required to be made part of and attached to each of the required policies:

1. "The Student Union of San Jose State University, San Jose State University, the State of California, the Trustees of the California State University, Spartan Shops, Inc., and all of the officers, employees, volunteers and agents of each of them as additional insureds" except for professional liability and worker’s compensation insurance.

2. This policy shall be considered primary insurance and any other valid and collectible insurance SPORT CLUB possesses shall be considered excess insurance only.

3. Thirty (30) days advance written notice of cancellation shall be given to SPORT CLUB in the event of cancellation and/or reduction of any nature, in the coverage. Such notice shall be sent to SPORT CLUB. In the event of such cancellation and/or reduction, LICENSEE promptly shall obtain replacement insurance consistent with all of the provisions of this Item No.12, and shall provide SPORT CLUB with proof of coverage described above. If LICENSEE does not supply SPORT CLUB with that proof of coverage within ten (14) business days of the scheduled date of the use of the Property by LICENSEE, then SPORT CLUB shall have the right to terminate this Agreement without liability or obligation of any kind or nature to LICENSEE. In such event, all of the rights and remedies of SPORT CLUB, as described in this Agreement, shall remain in full force and effect.
LICENSEE shall require the subcontractors it retains to provide services in connection with LICENSEE'S use of the Property to obtain and maintain, during the period that their services are so rendered, all of the insurance requirements contained in this Item No. 12 that apply to LICENSEE as though all of the terms of this Item No. 12 applied directly to the subcontractors of LICENSEE. LICENSEE shall supply proof of coverage maintained by such subcontractors to SPORT CLUB on request from SPORT CLUB.

LICENSEE shall provide for Acceptability of Insurers rating, AM Best-AVII or equivalent. It is further understood and agreed that SPORT CLUB in no way purports to be a bailee and is not responsible in any way for lost, stolen, or damaged equipment or material of the LICENSEE.

13. SALE OF FOOD & BEVERAGES: Sale of foodstuffs and beverages must be approved by Recreation Facilities Manager. LICENSEE shall comply with all requirements of federal, state, and local laws and regulations pertinent to or affecting the handling, sale, and disposal of goods sold as authorized by this Agreement. LICENSEE shall at its own expense and cost, procure and keep in force during the entire period of this Agreement, all permits and licenses required by such laws and regulations regarding its sale of goods and.

14. HOLD HARMLESS: LICENSEE shall indemnify, defend and hold harmless the SPORT CLUB, the State of California, San Jose State University, the Trustees of the California State University and the officers, agents, and employees thereof from:

a.) All damage, loss, cost or expense that the indemnities may sustain on account of any damage to or destruction of the Property or any Property that the University or SPORT CLUB may own or in which they may have an interest.

b.) Any liability on account of any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by Licensee, its agents, employees or invitees, of the University's, the Property, or SPORT
 CLUB'S facilities or Property. LICENSEE shall conduct its activities on the premises so as not to endanger any person or Property. LICENSEE will not do or permit to be done anything on the premises which will in any way conflict with the conditions of any insurance policy, or in any way increase any rate of insurance on the Property. LICENSEE without the written consent of the SPORT CLUB, shall not put up or operate any engine, motor or machinery or use oils, burning fluids, camphene, kerosene, propane, naphtha, or gasoline for any purpose, or any other agent other than electricity for illuminating the premises.

15. **ATTORNEY'S FEES**: If suit or action is instituted by either party arising out of this license, the prevailing party in such litigation shall be entitled in addition to costs and disbursements, such additional sum as the Court may adjudge reasonable for attorney's fees, prior to trial, in the trial and in any appeal there from.

16. **RADIO/TV**: No performance or event presented in the Property shall be broadcast, televised, or in any manner recorded for reproduction without written consent of SPORT CLUB and without payment of the broadcasting, recording, televising or tapping fee.

17. **FLAMMABLE MATERIALS**: No flammable materials such as bunting, tissue paper, crepe paper, etc. will be permitted to be used for decorations; and all materials used for decorative purposes must be treated with flame-proofing and approved by the Fire Department. LICENSEE shall be responsible for the removal of all such decorations at the conclusion of using SPORT CLUB per Item No.5.

18. **PUBLIC SAFETY**: LICENSEE agrees that at all times it will conduct its activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by SPORT CLUB and duly authorized governmental agencies responsible for public safety.

19. **FLOOR PLAN AND SET UP**: LICENSEE shall file with the SPORT CLUB, at least (14) business days prior to holding the event a full and detailed
outline of all facilities required, a complete floor plan, all optional equipment, the staffing requirements and any other information that may be required by the SPORT CLUB concerning the event. If such information is not given, the SPORT CLUB will determine the needs based upon available information.

20. **SPORT CLUB PROPERTY DAMAGE**: LICENSEE shall accompany SPORT CLUB management in a tour of SPORT CLUB facilities at the conclusion of the event. The purpose shall be to determine damage incurred at the event, the costs of which to repair or replace will be reimbursable to SPORT CLUB and due by LICENSEE on invoicing.

21. **TERMS AND CONDITIONS**: The parties hereto agree that all of their agreements are fully set forth herein and that no oral statement or representations of any kind have been made upon which either party shall have the right to rely. In all terms and conditions, the male shall include the female and the female shall include the male. The individual shall be plural and the plural shall be the individual. If any term or provision herein is determined to be void or unenforceable then this Agreement will be enforced and interpreted as if said term or provision was not included herein. Further, both parties acknowledge that this Agreement was drafted and negotiated equally by both parties and any ambiguity in term or a provision herein shall not be interpreted or construed against either party.

Each person signing on behalf of its party, represents that they have the authority and power to execute and bind their respective parties. This Agreement shall be governed by and constructed in accordance with the laws of the State of California. If any action is brought to enforce or interpret any term or provision contained herein, the prevailing party shall be reimbursed for all costs incurred including attorneys' fees.

22. The SPORT CLUB has locker-rooms and is therefore required by law to add the following warning to this License Agreement.
**WARNING:** Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

In Witness Whereof, the parties hereto, intending to be legally bound hereby, have duly executed this License Agreement the day and year above written.

**STUDENT UNION OF SAN JOSE**  
**LICENSEE:**  
**STATE UNIVERSITY**

By: _____________________________

By: _____________________________

Date: ___________________________

Date: ___________________________
Deposit Policy

1. Deposits are required for Non SJSU Affiliate Individuals/groups.
2. Deposits are equal to 25% or the estimated total.
3. Deposits will be applied to the total amount due of the final invoice.

Refund Policy

1. Refunds are granted rarely on a case by case basis, determined by the Spartan Recreation Director.

Lost or Damaged Equipment, cleaning, and maintenance charges

1. Additional fees and charges are added to the final invoice for lost or damaged equipment and/or if additional cleaning and/or maintenance are required at the conclusion of an event.