

Contract Information:

_____ RESERVATION AGREEMENT - The Union Programs & Services (UPS) Reservation Agreement must be signed and returned within (10) days of making the reservation. If event date is fewer than (90) days in advance, the signed agreement must be returned within (2) days of making the reservation. All reservations are considered "Tentative" until receipt of signed Reservation Agreement. Reservation is subject to cancellation if deadline is not met.

_____ NON - REFUNDABLE BOOKING FEE - The Conrad Prebys Aztec Student Union (CPASU) requires a non-refundable booking fee. The non-refundable booking fee is equivalent to the base room charges associated with the space and/or spaces reserved.

_____ PAYMENT - Full payment must be received no later than (14) days prior to the meeting or event date. Checks and/or Money Orders (made payable to Associated Students) may be received at Union Programs & Services. The use of Cash and/or Credit/Debit Cards can be used in person at Aztec Lanes. If you are unable to facilitate payment using these methods, then please contact Union Programs & Services for more information.

_____ CHANGES, ADDITIONS & CANCELLATIONS - All program details are due (14) days prior to the event date. Should the client have any changes and/or additions, they must contact UPS no later than (14) days in advance of their event to avoid penalties or late fees. If the meeting or event is cancelled within (14) days of the reservation date, payment will be non-refundable. To avoid such charges, the client may re-schedule their event later within the same fiscal year for no penalty.

Audio Visual & Technology:

_____ AUDIO VISUAL EQUIPMENT (A/V) - The CPASU provides basic audio visual equipment in all of its meeting and event spaces that can be reserved through UPS for no cost. Should an event require AV services and staffing beyond the basic setup additional fees could be incurred. UPS requires a minimum of (14) days in advance to add or change any AV services. Changes made within (14) days will be assessed on a case-by-case basis and may not be available. Client is responsible for costs associated with damaged AV equipment while at the event.

_____ AUDIO VISUAL CONTENT - The CPASU does not modify, edit, or create any video, still image, or audio content, for events. All event content must be provided by the client on a USB drive or other file storage/transfer method. Images must be formatted as a .JPG or .PNG files. If desired, content can be provided to UPS prior to an event to be tested. The CPASU does not allow the use of copyrighted materials. To use copyrighted photos, music, or movies, permission must be obtained from the copyright holder.

_____ INFORMATION TECHNOLOGY - Should a meeting or event require the use of Phone Line(s), Wired Internet Connection(s), and/or Event Specific Wireless Internet Access, the client must notify UPS a minimum of (30) days in advance. Client will be responsible for all costs associated with the activation of such service(s). Wireless Internet Access (SDSU Guest) is provided by SDSU and is available throughout the CPASU.

_____ OUTDOOR SOUND - Outdoor Sound Approval Form may be required based upon the specification of your program. An Event Approval System (EAS) Application must be on-file 30 days of Event. Sound sources (amplified or otherwise produced) at Conrad Prebys Aztec Student Union and Scripps Cottage spaces must be contained to space being used and must not impact other facility users. Union Programs & Services reserves the right to monitor and control volume. The proper forms and procedures to file for outdoor sound can be found on the following website through the Center for Student Organizations & Activities: (http://sll.sdsu.edu/student_affairs/sll/reserve-space.aspx).

Facilities:

_____ RESERVATION TIMES - Bookings within the CPASU come with four distinct reservation times. The "Event Start" and "Event End" times indicate the time in which the event actually occurs (times appear in bold). The "Reservation Start" and "Reservation End" times indicate the times reserved for the client to properly load-in and set-up for their program, as well as tear-down and load-out after their program is finished. Extended load-in or load-out times will result in additional fees.

_____ HOURS OF OPERATIONS & OVERTIME - Reservations requiring client access outside of CPASU hours of operation, or on University holidays, will incur building overtime fees. Please visit the Student Union website for hours of operation. <https://as.sdsu.edu/aztec-student-union/content.php?sub=12>

_____ SETUPS - UPS staff will set up each room as requested by the client based on meeting or event specifications and operational availability. UPS can provide the client with an electronic copy of the furniture setup prior to the reservation as needed. For safety purposes clients may not rearrange tables or other furniture. Should the room setup(s) not be conducive to the meeting or event the client must contact UPS to request an alternative setup. Setups will be modified based on staff and operational availability.

_____ DECORATIONS & PROHIBITED ITEMS - All decorations must be approved in advance by UPS staff. Clients are asked to keep to a minimum the amount of items needing to be adhered to the walls, floors, or ceilings, of the Student Union. The CPASU only authorizes the use of painter's tape to adhere items to walls. Clients are responsible for the removal and disposal of all decorations following the completion of their event. If the use of any prohibited items is essential to an event, please contact UPS to determine options. Prohibited items include (but are not limited to): glitter, confetti, rice, balloons, open flames/candles, exposed heating elements, fog machines, dry ice machines, and flammable decorations. All items the client wishes to keep must be removed at the conclusion of the event; all other items will be disposed of.

_____ DELIVERIES & STORAGE - Due to space and storage constraints, the CPASU is unable to receive items in advance of event dates and is unable to retain items awaiting post-event shipment. The CPASU is unable to sign for receipt of shipments on behalf of the client and does not accept responsibility for items that are prematurely shipped or are left behind.

_____ POSTERS, WAYFINDING OR DIGITAL SIGNS - Clients may request UPS provided marketing posters and/or wayfinding signs for guests or attendees for the day of their event. Client-provided posters can be used in lieu of UPS provided items. Clients may also have their meeting or event name displayed on the digital meeting room sign. Clients may also obtain access to the CPASU large format Digital Displays throughout the facility to market their event. All of these services can be found at <http://as.sdsu.edu/digitaldisplayrequest/>. Flyer will be posted on the Digital Displays (21) days prior to the meeting or event. Clients will not attach signs to any exterior walls, handrails or other building surfaces.

_____ CLEANING SERVICES & FACILITY DAMAGE - The client is responsible for reasonable clean-up of the facility after use. All non-disposable items must be removed at the conclusion of the event. Fees may be assessed by the CPASU if extra cleaning or maintenance is anticipated or required. The CPASU reserves the right to recharge all expenses, including labor costs (minimum rate of \$100.00) to the client for all cleaning situations deemed as being excessive. In the instance of damage to CPASU equipment or facilities, charges equivalent to equipment replacement or facility repair may be assessed.

_____ PARKING - Parking enforcement on the SDSU Campus occurs (24) hours a day including weekends and holidays. Parking Permits are required for use during all times of enforcement. Parking Permits, Reserved Spaces, Parking Attendants, and Special Event Signage are all services offered by SDSU Parking Services. For specific questions, call (619) 594-6671 or visit the Parking Services Website at <http://parking.sdsu.edu> for more information.

_____ SDSU AND CPASU BUILDING USE GUIDELINES - All programs and events held at the CPASU must comply with the policies and standards set forth by the Regulations for Use of San Diego State University Buildings and Grounds as well as the Student Union Building Use Guidelines. All clients agree to comply with such regulations at all times. To view the Regulations for Use of San Diego State University Buildings and Grounds or the CPASU Building Use Guidelines please go to the links below. Student Union staff can provide a physical copy of either or both upon request. SDSU Building & Grounds - <http://bfa.sdsu.edu/financial/budget/docs/BuildGroundsRegulations.pdf>
CPASU Building Use Guidelines - <https://as.sdsu.edu/useruploads/files/forms/meeting-services/aztecstudentunionuildingguidelines.pdf>

Food & Beverage:

_____ FOOD & BEVERAGE POLICY- SDSU Catering / Aztec Shops Ltd. has first right of refusal for all public events that involve food and beverage prepared or purchased from any off-campus source (this includes potlucks) and requires their signature approval waiving their catering right for any events on the SDSU campus. SDSU Environmental Health and Safety (EHS) Department requires review and signature approval of perishable food and beverages served or sold from any off-campus source associated with all meetings and events. Delivery from other food sources is strictly prohibited. Violations of this policy may result in a fine and/or suspension of reservation privileges. Please contact SDSU Catering at (619) 594-7641 for additional information.

_____ ALCOHOL - The CPASU and its' facilities strictly abide by the campus policies for the sale, service, and consumption of alcohol. In compliance with these policies, SDSU Catering / Aztec Shops Ltd. has the first right of refusal for serving and the sale of beer and wine. Distilled liquor is permitted on the University property only when served by SDSU Catering / Aztec Shops Ltd. as part of an approved catered event. A completed Alcohol Approval Request Form (AARF) must be submitted to SDSU Catering (21) days prior to the date of the event and a copy sent to UPS to verify approval. For more information please see Alcohol Request Form: <http://www.sdsucatering.com/Policiesforms.aspx>.

Miscellaneous:

_____ INSURANCE - At the discretion of Associated Students, events determined to be of high risk must provide proof of insurance naming the Associated Students of San Diego State University, San Diego State University, California State University, the Trustees of the California State University and the State of California as additional insured, with a general liability limit of no less than two million dollars (\$2,000,000). Additional insurance requirements may apply. A copy of the

certificate must be on-file with Union Programs & Services (10) days after the reservation is made. Please contact UPS Staff for further information.

_____ FILM SHOOTS - The SDSU Campus and Student Union Guidelines for Film Shoots are included in the CPASU Building Use Guidelines. In addition, if the video footage will be used for commercial use, a \$1,500.00 Origination Fee will be assessed. If other images of the SDSU Campus are included, an additional Origination Fee from the SDSU Campus may be assessed.

_____ BROADCASTING - No event presented in the CPASU shall be broadcast, televised, or in any manner recorded, for reproduction without the written consent of the A.S./SDSU, and then only upon the express condition that all expenses and broadcast fees (audio and video) pertaining thereto will be paid in advance. Current fee rates are available in advance. When recordings are anticipated, fees are listed as an addendum to this contract. Licensee shall hold the A.S./SDSU harmless from such broadcasting activity. Licensee agrees to obtain insurance covering his/her/its broadcasting activities, subject to A.S./SDSU's approval, and agrees to name A.S./SDSU as an additional insured under the policy.

_____ MARKETING & PUBLICATIONS - The use of either the CPASU and or SDSU names in any piece of marketing and or publication for a meeting or event must be submitted to UPS for initial approval prior to production. The illegal use of either of the CPASU and or SDSU names in any piece of promotional material without prior approval may cause the meeting or event to be canceled. The CPASU complies with the Posting Board Policies which can be found in section 11, Appendix E of the SDSU Buildings and Grounds Guidelines. To obtain these guidelines as well as a complete listing of the Regulations please check out the following website <http://bfa.sdsu.edu/policies/>. UPS will provide client a physical copy of these regulations upon request.

_____ MERCHANDISE SALES - All sales are subject to approval by Aztec Shops, Ltd. A.S. reserves the rights to collect a portion of all merchandise sales in A.S. Facilities. Minimum daily fee of \$50.00 per 6-foot merchandise table will be charged.

_____ SECURITY - A.S. has an exclusive contract with Elite Show Services Ltd. The CPASU may require the use of security at events dependent upon factors such as type of event, duration of event, and/or expected attendance. All security orders must be processed a minimum of (28) days in advance of the event date. An assessment will be made by UPS representatives to determine if an SDSU Police presence will be required during an event. Client will be responsible for all direct staffing costs associated with the use of security and SDSU Police.

_____ TICKETING - Viejas Arena Ticket Office has first right of refusal to process ticketing and/or on-site registration for all ticketed events within A.S. facilities. Collecting funds or unapproved tickets at the venue in exchange for cash is strictly prohibited and may result in suspension of reservation privileges. UPS also reserves the right to require ticketing and associated staffing to control capacity.

_____ UNCONTROLLED NOISE - Client understands and acknowledges that the reserved space(s) are located on San Diego State University. Additionally, client understands and accepts that, as such, any number of events, both planned and unplanned, may be occurring during the contracted date/time. Furthermore, client understands and accepts that A.S. and the CPASU cannot guarantee that use of reserved space(s) will be free from outside distractions, disturbances and/or spontaneous, uncontrolled, SDSU campus noise.

COVID-19 PROTOCOLS

_____ COVID-19 WARNING - Client, and all Client affiliates, acknowledges an inherent risk of exposure to COVID-19 exists in any place where people gather. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Client shall assume all risks, hazards, and dangers arising from or relating in any way to the risk of contracting a communicable disease or illness - including, without limitation, exposure to COVID-19 or any other bacteria, virus, or other pathogen capable of causing a communicable disease or illness, whether that exposure occurs before, during, or after the event, and regardless of how caused or contracted - and Client hereby waives any and all claims and potential claims against the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents - and against any companies affiliated with the State of California, the Trustees of the California State University, San Diego State University, Associated Students of San Diego State University and all of their officers, employees and agents - relating to such risks, hazards, and dangers.

SIGNATURE:

As an authorized agent of the above-listed group, I agree to abide by the policies of Associated Students (A.S.) and all applicable University regulations and local, state, and federal laws. I am not reserving this space on behalf of another organization nor will I sell, sublease, or transfer this reservation to another individual, organization, or company. I understand that it is the responsibility of the individual or organization sponsoring the event listed on this agreement to obtain, complete, submit, and keep records of all supporting documents and approvals related to this event within corresponding deadlines.

Furthermore I agree to indemnify and defend the State of California, the Trustees of the California State University, California State University, San Diego State University, the Associated Students of SDSU and all of their officers, employees and agents, against and hold them harmless from, any and all claims, demands, causes of action, damages, costs and liabilities, in law or in equity of every kind and nature whatsoever, including attorney's fees, which in any way arise from the activity that is the subject of this agreement, including any liability arising from the act or negligent act of A.S./SDSU, San Diego State University, the Board of Trustees of the California State University, the State of California and all of their officers, employees and agents, the undersigned or anyone else. UPS reserves the right to cancel an event or modify the extent of services provided in the event of utility interruptions, campus emergencies, threats of imminent danger, or acts of God.

Print Name

Signature

Date

Union Programs & Services requires a copy of this signed agreement for their records. Feel free to make a copy for your records and then forward us this document to any of the following options:

1. Adobe Sign - Please contact Union Programs & Services to have this agreement sent to you electronically for signature.
2. Email - If you have the ability to sign and complete this agreement electronically on your own, then simply email the completed document to asmtgsys@sdsu.edu.
3. Drop Off - You can deliver this agreement to Union Programs & Services located at the Conrad Prebys Aztec Student Union Room 320. Office Hours are Monday - Friday 8:00am - 4:30pm.
4. Campus Mail - Please address envelope to "A.S. Union Programs & Services" Mail Code 7806.
5. Regular Mail - Please address envelope to "A.S. Union Programs & Services" c/o Conrad Prebys Aztec Student Union, Aztec Student Union Room 320, 5500 Campanile Drive, San Diego CA 92182-7806.