

**UNIVERSITY OF GUAM
FIELD HOUSE**

LICENSE AGREEMENT

The UNIVERSITY OF GUAM (hereinafter the "**University**") and _____
_____ (hereinafter the "**Licensee**"), hereby agree as follows:

A. RIGHT TO USE THE FACILITIES

The University hereby grants to the Licensee the right and privilege to use the following described facility(s) within the University's Field House and its parking area at the stated times and for the stated purpose:

FACILITY(S): _____

DATE(S) and TIME(S): _____

PURPOSE: _____

B. PAYMENT

The Licensee agrees to pay the University \$_____. Payment shall be made in full at the Office of the Field House Director no later than five (5) business days prior to the first date of the event. Any additional charges contained in any Addendum to this Agreement must be paid in full no later than forty-eight (48) hours in advance of the event. Payment must be in the form of a certified check, cashier's check, bank draft, postal money order, traveler's check, or legal tender, and made payable to the UOG Field House. In addition to the rental fee indicated above, the Licensee shall pay for additional services and/or use of equipment listed on page 2. Interest shall accrue on all unpaid amounts that are due at the rate of eighteen percent (18%) per annum.

Licensee's Initials _____

C. TERMS AND CONDITIONS

The Licensee shall abide by the following terms and conditions:

1. **PURPOSE OF USE:**

The Licensee will use the facility(s) only for the purpose(s) stated above in paragraph one.

2. **NON-ASSIGNMENT:**

The Licensee may not assign or transfer this contract without the University's prior written approval.

**UNIVERSITY OF GUAM
FIELD HOUSE
LIST OF CHARGES**

Reservation Fee/Breakage Deposit \$ _____
Concession Rights Deposit \$ _____
Concessions Clean-up Deposit \$ _____
MAIN ARENA RENTAL FEE: Performance day(s) \$ _____
Nonperformance day(s) \$ _____
Facility overtime \$ _____

ROOMS NEEDED:

Ticket Booth \$ _____
Locker Room(s) \$ _____
Food and Beverage Concession Area ***Licensee must obtain Concession Rights***
Storage Room(s) \$ _____

SERVICES AND EQUIPMENT:

Main Arena Setup (Standard \$750.00) \$ _____
Clean-Up (Standard \$750.00) \$ _____

Licensee's Initials _____

Air Conditioning (\$100.00 per hour) \$ _____
 Stage, includes skirt (\$35.00 per 32 square feet) \$ _____
 Chairs, includes take-down but not set-up (\$1.00 each) \$ _____
 Tables (\$5.00 each) \$ _____
 Wares and Merchandise ****25.00/day or 20%, whichever is greater**** . . \$ _____

PERSONNEL OVERTIME:

Supervisor: \$30.00 each per hour x _____ hour(s) \$ _____
 Custodian: \$20.00 each per hour x _____ hour(s) \$ _____

TOTAL CHARGES. \$ _____

Maximum Seating Capacity: <u>DPW permit</u>	Bleachers: _____	Floor Cover: _____
Move-In Date: _____	Times: _____	Stage: _____
Clean-Up Date: _____	Times: _____	No. of Tables: _____
Move-Out Date: _____	Times: _____	No. of Chairs: _____

NOTE:

- Upon confirmation of proceeding with the event, the Reservation Fee will be applied to the Breakage Deposit. The Breakage Deposit is **REFUNDABLE ONLY** if all charges are paid and there is no damage to the Field House as a result of the event.
- If the Licensee obtains concession rights, the Licensee shall pay a Concession Rights Deposit and a Concessions Clean-up Deposit. The Concessions Clean-Up Deposit is **REFUNDABLE ONLY** if the Concessions Area is cleaned and all trash has been disposed.
- **The main arena rental fee must be paid at least five (5) working days before the event.** All other charges must be paid at **forty-eight (48) hours before the event.**

***** A 10% LATE FEE WILL BE ASSESSED IF AMOUNT DUE IS NOT PAID ON TIME *****

3. **PROOF OF LICENSE:**

The Licensee shall provide the Office of the Field House Director with a copy of its corporate license or other document(s) required by law to conduct its event no later than seventy-two (72) hours prior to the date of the event.

4. **OCCUPANCY LOAD PERMIT:**

The Licensee shall obtain an occupancy load permit from the Government of Guam Department of Public Works, Building Permit Section, and shall provide the Office of

the Field House Director with a copy of the permit no later than seventy-two (72) hours prior to the date of the event.

5. **FIRE DEPARTMENT PERMIT:**

The Licensee shall obtain a permit for place of assembly as stipulated in the Uniform Fire Code, and shall provide the Office of the Field House Director a copy of the permit no later than seventy-two (72) hours prior to the date of the event.

6. **SEATING CAPACITY:**

The Licensee shall abide by the assigned seating capacity of the Field House facility, which is the number of persons indicated on the Government of Guam Department of Public Works (DPW) occupancy load permit.

7. **INSURANCE:**

At least five (5) business days prior to the date of the event, the Licensee shall provide the University with a copy (or such other satisfactory evidence as the University may accept) of the Licensee's insurance policy(ies) insuring the Licensee and the University, which shall include the Field House parking area, during the term of this Agreement as follows:

(a) **Automobile Liability:**

Commercial Automobile Liability Insurance for all owned and non-owned vehicles used in connection with the Licensee's business activities on the University's property in an amount not less than \$1,000,000 combined single limit of liability. Deductibles, if any, shall be approved by the University. The University of Guam, its Regents, Officers, Agents, Employees, and Volunteers shall be named as additional insureds.

(b) **General Liability:**

Commercial General Liability Insurance includes coverage for bodily injury and property damage, personal injury, contractual liability, and products liability. The limits of liability shall be not less than \$1,000,000.00 combined single limit of liability per occurrence. The policy shall not contain aggregate sub-limits. Deductibles, if any, shall be approved by the University. The University of Guam, its Regents, Officers, Agents, Employees and Volunteers shall be named as additional insureds.

(c) **Property:**

Licensee shall be fully responsible for its own furniture, fixtures, machinery, tools, equipment and other personal property of all kinds within the demised premises, whether owned, leased, rented, or borrowed. All Property insurance policies carried by the Licensee in accordance with these requirements shall contain a waiver of subrogation clause in favor of the University.

(d) **Workers' Compensation:**

Statutory Workers' Compensation and Employers' Liability Insurance.

(e) **General:**

(i) **Occupancy:** Licensee shall not occupy the demised premises nor shall Licensee allow any contractor to commence work in the demised premises until they have obtained all the insurance required herein and such insurance has been approved by the University.

(ii) **Deductibles:** Deductibles on all policies, whether Licensee or University provided, shall be paid by the Licensee. In the event of a loss or claim

involving any Licensee provided insurance, the Licensee shall remit a check for the deductible to the University within thirty (30) days after settlement of the claim.

- (iii) **Cancellation:** All policies shall contain an endorsement requiring insurers to provide the University with thirty (30) days prior written notice of cancellation, non-renewal, or reduction of coverage or limits.
- (iv) **Carriers:** All policies shall be provided by insurance carriers licensed to conduct business on Guam and rated at least A- or higher by A. M. Best, or Aa3 (Excellent) by Moody's, or AA- (Strong) by Standard & Poors.
- (v) **Certificates:** Licensee shall provide evidence of the required insurance on standard Acord forms or equivalent. Certificates shall be issued by Licensee's insurance carrier and be signed by an authorized employee or agent of the carrier.
- (vi) **Changes:** University reserves the right, at its sole discretion, to revise these requirements if such changes are deemed to be in its best interest.
- (vii) **Exceptions:** Exceptions to any of the requirements herein shall be made only by written authorization of the University.

8. **SECURITY:**

In addition to the consideration paid herein, the Licensee shall further pay and reimburse the University for any billing for security services provided within five (5) days of the date of billing, and if not, a penalty fee of ten percent (10%) of the amount due plus interest at eighteen percent (18%) per annum shall be added.

9. **TOBACCO FREE CAMPUS:**

In accordance with Board Resolution 06-04, UOG is a tobacco-free campus and has a total ban on the sale, distribution and use of tobacco and tobacco-based products. Contractor, subcontractor(s) and agent(s) of contractor agree to abide by this policy while on the UOG campus, in support of a healthy University environment.

10. **UOG GREEN PROTOCOLS:**

The Contractor will read and abide by the University's Green Protocols, attached as part of this Agreement and as listed under <http://www.uog.edu/admin/assetmanager/images/uog%20green/uoggreenprotocols2009-12-04.pdf> in the use of all UOG facilities, procurement, recycling, and energy efficiency while on the University's premises. Failure to abide by the UOG Green Protocols may affect future rental or other business opportunities with the University that are available to Licensee.

11. **CONCESSIONS AND ALCOHOL POLICY:**

The Licensee has the option to obtain concession rights for this event from the UOG Field House on the following conditions, if applicable:

- (a) The Licensee must pay a deposit of **\$500.00 for drink concessions and \$250.00 for food concessions**. In addition, Licensee will pay either twenty percent (20%) of gross sales or fifteen percent (15%) of net sales, whichever is greater.
- (b) A Concessions Cleaning Deposit of **\$500.00** must be paid two (2) days prior to the event. The Concessions Area must be thoroughly cleaned and all concessions trash removed after the event. Failure to do so will result in forfeiture of the Concessions Cleaning Deposit. Concessionaires must move out completely at the

end of the event. The Field House will not be responsible for any items left behind.

(c) The Licensee must submit the following documents to the Field House Office:

(i) Business License or Nonprofit Certificate for the Concessionaire

(ii) Liquor License to sell beer. The Licensee shall not permit any persons who are not employees of the concessionaire(s) to bring any outside alcoholic beverages into or out of the leased facility.

12. **ANNOUNCEMENTS:**

The University may make announcements in the interest of public safety (i.e., smoking policy, exits, etc.). The Licensee will cooperate with the delivery of such announcements.

13. **ADVERTISING:**

The Licensee warrants that all advertising of the event will be true and accurate. The Licensee also warrants that all news releases, publicity materials, radio or television announcements, publications or other such public notices issued shall refer to the facility as the "University of Guam Field House." The Licensee will not post banners, posters, or other promotional material anywhere on the University's campus except with the written approval and supervision of the University. The Licensee shall not mark, deface, tack, staple, glue, or cause any nails, hooks or screws to be driven into any part of the facility or permit the same to occur. Helium-filled balloons, cotton candy and ice cream/yogurt will not be permitted inside the main arena.

14. **LICENSEE'S ADDITIONAL RESPONSIBILITIES:**

The Licensee shall take all necessary steps to ensure that all participants under the Licensee's control shall abide by all the rules and regulations of the University of Guam and the laws of the Territory of Guam in matters relating to public conduct, sanitation, dress and safety. However, the final decision in all matters relating to security, public safety, public conduct, and decorum shall rest with the Field House Director or the Director's designee.

15. **RIGHT OF ENTRY:**

The University retains the right to enforce all necessary and proper rules for the management and operation of said premises. Duly authorized representatives of the University may enter the premises to be used at any time and on any occasion without any restrictions whatsoever.

16. **RIGHT TO EJECT:**

The University may eject any person from the facility for any valid reason, and the Licensee shall indemnify and defend the University against any claim of damage for such ejection.

17. **EMPLOYER-EMPLOYEE:**

The Licensee expressly acknowledges the nonexistence of any employer-employee relationship or agency relationship between the Licensee (or performers, if any, performing under this agreement) and the University, its officers, employees and agents. The Licensee expressly warrants that the Licensee and the performers, if any, under this contract in the above scheduled performance shall be the Licensee's performers, employees, agents or servants.

18. **COPYRIGHTS:**

The Licensee will assume all costs arising from the use of any intellectual property used in or in connection with the event.

19. **TAXES:**

The collection of taxes, if any, on ticket sales for the above-mentioned event shall be the sole responsibility of the Licensee.

20. **TICKET PROCEDURES:**

(a) The Licensee shall be responsible for the printing of tickets, ticket sales, ticket personnel and ticket receipts. However, the University may have representatives present in the cashier area.

(b) No tickets may be sold and no public announcements concerning the event may be made until a reservation deposit fee of _____ has been paid.

(c) The number of tickets printed may not exceed the seating capacity designated in paragraph 6. All tickets shall be individually numbered in a numerical sequence.

21. **INDEMNIFICATION:**

Licensee shall protect, defend, and hold the University, its Regents, Officers, Agents, Employees and Volunteers, harmless from any and all liabilities, losses, claims, judgments, fines or demands, including reasonable attorney's fees, arising out of any act or omission of the University, its Regents, Officers, Agents, Employees, Volunteers, Licensees, or Invitees arising out of its use or occupancy of the demised premises, including the parking area, except for liabilities, losses, claims, judgments, fines or demands resulting from the sole negligence of the University.

22. **LIMITS OF UNIVERSITY'S LIABILITY:**

In the event that the University is unable to provide the facility at the agreed time due to strikes, war, civil disturbance, weather, acts of God, or other causes beyond the University's control, it shall refund any advance payment made by Licensee and shall otherwise not be liable to Licensee for any damages, direct or consequential.

23. **PAYMENT FOR DAMAGE:**

Prior to the event, the Licensee shall inspect the facility and notify the University in writing of any existing damage. Any damage to the facility not noted by the Licensee, whether caused by the Licensee, their agents, employees, patrons or guests, shall be the responsibility of the Licensee. The Licensee shall, within fourteen (14) business days of receipt of written notice from the University, pay the University in full for any such damage incurred during the Licensee's use of the facility.

24. **LEGAL FEES:**

If the University is required to employ counsel to enforce any obligation on the part of the Licensee, the Licensee shall pay to the University all of its reasonable attorney's fees and costs.

25. **RETURN OF CONTRACT:**

The University reserves the right to void this contract if not properly signed and returned to the University within _____ working day(s).

26. **CONTRACT BINDER:**

This contract shall not be binding by the parties until the President of the University of Guam has signed it.

27. **DISPUTES:**

All controversies between the University and the Licensee which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be determined pursuant to UOG Procurement Regulations 9.4 et seq.

28. **EMPLOYMENT RESTRICTION:**

Licensee warrants that no person in its employment who has been convicted of a sex offense under the provisions of 9 GCA Chapter 25 or of an offense defined in 9 GCA Chapter 28, Article 2, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry shall provide services on behalf of Licensee while on University of Guam property. If any employee of Licensee is providing services on University property and is convicted subsequent to an award of a contract, then Licensee warrants that it will notify the University of the conviction within twenty-four (24) hours of the conviction, and will remove immediately such convicted person from providing services on government property. If Licensee is found to be in violation of any of the provisions of this paragraph, then the University will give notice to Licensee to take corrective action. Licensee shall take corrective action within twenty-four hours of notice from the University, and Licensee shall notify the University when action has been taken. If Licensee fails to take corrective steps within twenty-four hours of notice from the

University, then the University in its sole discretion may suspend temporarily any agreement for services until corrective action has been taken.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

LICENSEE:

UNIVERSITY OF GUAM:

Signature

DR. ROBERT UNDERWOOD
President

Please print name and title

Date: _____

Date: _____

DAVID O'BRIEN
Vice President
Administration and Finance

Signature

Date: _____

Please print name and title

ANN S.A. LEON GUERRRERO
Acting Director
Athletics and Field House

Date: _____

Date: _____

APPROVED:

VICTORINA M.Y. RENACIA
Legal Counsel
University of Guam

Date: _____

Licensee's Initials _____