



Special Events Agreement

Ackerman Union A-Level www.eventservices.ucla.edu 310.206.0832 events@asucla.ucla.edu

Dear Event Organizer:

We are pleased that you have selected UCLA Student Union Event Services to assist you with your special event. The following agreement will help ensure its success by providing us with the necessary information to begin coordinating your event.

Please note: Complete all parts of the application carefully, entering the letters "NA" in those areas that do not apply to your event. Be aware that information entered on this Agreement is subject to approval as noted. Unless changes are communicated to your Event Manager, he will treat this information as accurate and act on it accordingly.

Thank you for your cooperation. If you have any questions, contact your Event Manager:

Patrick Vasquez
 Phone 310.206.0837
 Email pvasquez@asucla.ucla.edu
 UCLA Student Union Event Services
 308 Westwood Plaza Ackerman A-262
 Los Angeles California 90095

The check-marked items are required to complete this agreement:

- | | | |
|-------------------------------------|---|----------------|
| <input checked="" type="checkbox"/> | Reservation and Billing Summary, <i>provided by Event Manager</i> | "Attachment A" |
| <input checked="" type="checkbox"/> | Detailed and annotated event itinerary | "Attachment B" |
| <input checked="" type="checkbox"/> | Proof of Event Insurance/ Proof of Vendor Insurance | "Attachment C" |
| <input checked="" type="checkbox"/> | Copies of any planned advertising | "Attachment D" |
| <input type="checkbox"/> | Detailed list of proposed vendors and merchandise to be sold | "Attachment E" |
| <input type="checkbox"/> | UCLA Photography, Motion Picture and Television Permit | "Attachment F" |
| <input type="checkbox"/> | Computer and Network Services | "Attachment G" |
| <input type="checkbox"/> | | "Attachment H" |
| <input type="checkbox"/> | | "Attachment I" |



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General Information

Event Name: _____

Requested Event Date(s): _____

Event Start Time: _____ Event End Time: _____

Reservation/Access Start Time: _____ Reservation/Access End Time: _____
Reservation time defines the amount of time Producer has access to the event venue (including decoration time). Half- or full-day rate is based upon reservation time.

Admission (check all that apply): Free admission (no tickets) Free admission (tickets distributed)
 Registration Fees Donations Accepted Invitations Ticket Sales Cash Collected on Site

Event Producer: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____ Pager/Day of event number: _____

Email Address: _____

UCLA Campus Sponsor: UCLA Student Union Event Services Contact Name: Patrick Vasquez

Campus Address: Ackerman Union A-262 Phone: 310.206.0837

Describe any media (e.g. news reporters, filmmakers) that may be present at your event. *Provide copies of all press releases to your Event Manager.*

Brief Description of Event (may also be used for Campus Calendar posting):

Would you like your event posted on the Campus Calendar portion of the UCLA website? *Subject to approval*
 Yes No

How did you hear about UCLA Student Union Event Services?



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ASUCLA Audio Visual/ Sound and Lighting

Please check all items you are requesting (for appropriate items indicate quantity):

All Audio/Visual equipment is subject to availability. *Denotes an additional charge.

Audio

- Speaker system
- Lecture
- Q & A
- Concert System
- Band

Lighting

Ackerman Grand Ballroom

- Lectern Light
- General Stage Wash
- Follow Spot Light*
- Cyclorama Lights*

Video

Projection

- LCD/ Data (computer or video)*
- Video*
- Overhead
- 35 mm *Ballroom only**
- Other (explain below)

Screen

- 70" Portable
- 60" Portable
- Ballroom House Screen, 30' wide x 20' high
- Ballroom only*
- Other (explain below)

Other

- TV/ VCR/DVD
- Other (explain below)

Staging

- 6' x 8' x 2'*

Recording

- Audio
- Video

Computer/ Network

Use of ASUCLA and University technology networks in ASUCLA facilities is guided by the Computer and Network Services Agreement which will be included in this Agreement as Attachment G.

- Laptop Computer*
- Telephone/ ISDN Line* *must be ordered at least 2 weeks prior to event date*
- Internet Connection* *must be ordered at least 2 weeks prior to event date*

Description of other services/ equipment needed:



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Central Ticket Office

James West Alumni Center

The Central Ticket Office (CTO) is a department of the University of California, Los Angeles and has exclusive rights to produce and monitor ticket sales for events held on the UCLA campus. All events that require ticketing or that will be charging admission must utilize the services of CTO.

For accounting and security purposes, CTO is responsible for collecting all monies from ticket sales before and at ticketed events. CTO will account for all of the income and send an income check to the client once all event costs have been paid. Payment of income from ticket sales will take eight to ten weeks.

Orders submitted later than ten business days prior to the event date will be considered a RUSH ORDER and will incur additional fees. CTO can not guarantee that RUSH ORDERS can be accepted.

Ticket information (indicate quantity and price for each category):

General Admission: # _____ \$ _____ Reserved: # _____ \$ _____
 Advance sales: # _____ \$ _____ Door sales: # _____ \$ _____
 Public/Adult: # _____ \$ _____ Seniors (over ___): # _____ \$ _____ Youth: # _____ \$ _____
 UCLA Students: # _____ \$ _____ UCLA Faculty/Staff: # _____ \$ _____ Other students: # _____ \$ _____
 Advance sale dates: _____

Income check made payable to: _____ Tax ID # for income check: _____
 Address matching Tax ID# _____
 _____ Phone # matching Tax ID #: _____

Box Office (door sales require at least one UCPD officer present at all times):

Number of sellers requested: _____ Box office hours: _____ to _____

Person authorized to make decisions regarding ticketing issues: _____

Write text to appear on ticket, maximum five lines, maximum 25 characters per line:



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Parking

*Special Events Parking is a department of the University of California, Los Angeles. UCLA Student Union Event Services is not in a position to negotiate the fees charged by Parking. All fees will be reported on your "Reservation and Billing Summary." If a parking citation is issued to Producer and/or its agents, Producer agrees to be solely responsible for the payment/statement of citation(s), and ASUCLA shall not be held liable in any way. * Denotes an additional charge.*

When attendees self-pay for parking on the day of the event with no coordination by the ASUCLA Event Manager, parking on the UCLA campus is \$11 per car, per day. When parking services are arranged by your Event Manager, parking will be \$12.75 per car, per day.

Regardless of which arrangement you choose, please indicate the estimated number of each type of vehicle that will transport attendees to your event:

_____ Bus _____ Personal Vehicles

Do you wish to purchase pre-paid parking permits?* Yes No

If yes, how many permits? _____ For parking lot number(s): _____ Date(s): _____

Do you wish to reserve parking spaces? * Yes No

If yes, how many reserved? _____ For parking lot number(s): _____ Date(s): _____

Do you want attendants at each parking lot entrance? * Yes No

Are you hiring a valet parking service? Yes No

Will you need access to load-in/load-out space? Yes No Date(s): _____

Please describe what you will loading:

Other parking requirements/concerns:



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Event Attendance/ VIP Attendance

Estimated Attendance: Participants/Performers/Staff _____ Spectators/Audience/Guests _____

How are you planning to advertise your event? (Check all that apply) Direct Mail/ Invitation Campus Publications

Other: _____

All advertisements/ announcements must be submitted for explicit approval by ASUCLA and UCLA. Samples of approved advertisements/ announcements will be included as part of this Agreement as Attachment D. All advertising mentioning "UCLA," "ASUCLA" or "The Regents of University of California" or any of its other campuses must include the following disclaimer: "Presentation of this event on the UCLA Campus does not imply or represent endorsement by UCLA or the Regents of the UC regarding content, programming, materials or associated organizations."

Who is your audience (check all that apply)? Campus Audience Invited Guests General Public
 Off-campus Audience Organization Members Only

For events taking place on the UCLA campus, VIP, Dignitary and Special Guests shall include, heads of state, heads of governments, ranking officials with foreign governments, U.S. and State Cabinet, Congressional or Senate members, as well as those persons requiring or requesting special protection services, i.e. U.S. State Department, Secret Service F.B.I. or other policing agencies. This policy shall also apply to high profile, controversial or popular persons, such as celebrities, controversial speakers or those whose safety and security is paramount.

If you are expecting VIPs to attend your event, complete this portion:

Will there be any celebrity or high profile speakers at the event? Yes No

Will there be any celebrity or high profile guests at the event? Yes No

If yes, please provide the names and titles of these speakers and or guests:

Invitation Protocol

University protocol requires that the Chancellor extend invitations to heads-of-state/government, high-ranking members of royalty, and U.S./foreign First Ladies. The Chancellor also reserves the right to sign invitation letters to former heads-of-state/government, sitting United States Cabinet members, and current and former United Nations Secretaries General. All invitations must be reviewed by the External Affairs Vice Chancellor's office prior to being extended. Complete the Visiting Dignitary Form as early as possible in the planning stages. External Affairs will coordinate the Chancellor's participation and assist in notifying campus departments that may be impacted by these events.

https://island.fim.ucla.edu/eabusiness/docs/vc/visiting_dignitary_form.doc



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University of California Police Department (UCPD)

601 Westwood Plaza
Los Angeles California 90095

UCPD is a department of the University of California, Los Angeles. All rates and requirements are enforced at the discretion of UCPD. UCLA Student Union Event Services is not in a position to negotiate the fees charged by UCPD. All fees will be reported on Attachment A, "Reservation and Billing Summary."

Police and/ or private security are always required for the following:

Ticket sales on the day of the event
Monetary exchange at event

Search of attendees at the door
Events with a history of incidents

At the discretion of UCPD, police and/ or private security may be required for the following:

Alcoholic beverages served at event
Controversial or high-profile event attendees/ participants
Possibility of protests/ demonstrations

Events with large anticipated attendance
Off-campus promotion
Expensive merchandise or equipment on-site

Should any incident arise during an event that requires the assistance of unscheduled police officers, the Producer will be responsible for all fees.



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Environmental Health and Safety (Fire Safety)

Steve Jurado, Deputy Fire Marshal
501 Westwood Plaza
Los Angeles California 90095

Environmental Health and Safety (EHS) is a department of the University of California, Los Angeles. All rates and requirements are enforced at the discretion of EHS. UCLA Student Union Event Services is not in a position to negotiate the fees charged by EHS. All fees will be reported on your "Reservation and Billing Summary."

FIRE AND LIFE SAFETY EVENT PROTECTION

1. **Fire and Life Safety Fire Watch Standby:** When the UCLA Fire Official determines it is essential for public safety in any place or public assembly or place where people congregate, due to the number of persons, or the nature of the performance, exhibition, or display, the Producer shall employ one or more UCLA Fire Watch persons.
2. **Issuance of a UCLA Special Event Fire Permit:** Whenever the UCLA Fire Protection Division (hereinafter called "UCFPD") determines that the public health and protection require fire safety intervention, for temporary operations, construction, assemblage, or tent assemblage, a UCLA Special Event Fire Permit must be issued. This Fire Permit may contain terms and conditions as necessary to safeguard life and property from the hazards of fire, explosion or panic.
 - i. To obtain a UCLA Special Event Fire Permit, Producer must file an application with the UCFPD. This application shall include interior and exterior plot plan drawings of the Event. The detailed plot plan(s) shall identify special hazardous performances in the Event, calculated attendance of the Event, tent canopy overhang sizes, and locations of temporary structures. This documentation will be submitted to the UCFPD within forty-five (45) days of the Event (or within an appropriate time determined by the Fire Official).
 - ii. The fire permit(s) issued from said agency shall be valid only for the Producer whose name appears on the permit. All permits issued from the UCFPD shall carry the provision that the applicant, its agents and employees, shall carry out the proposed activity in compliance with all California State Fire Code and other applicable laws.
 - iii. All fire permits are issued subject to field inspection and approval by the UCFPD. Notwithstanding any other article in this agreement, the UCFPD shall have the authority to revoke or suspend any permit where Producer is found to be in violation of the conditions of the permit. At the discretion of and upon satisfactory proof to the UCFPD, the permit may be re-issued.
 - iv. Whenever, under the provisions of this agreement, more than one permit is required for the same event, such permits may be consolidated into a single fire permit.
3. **Hazardous Operations during Event:** If, in the opinion of the ranking UCLA Fire Official at the Event, the performance or activity of the event is hazardous to public safety, the UCLA Fire Official shall have the authority to terminate the Event. If the UCLA Fire Official determines the hazard has been corrected, the event may be allowed to continue.



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ASUCLA Catering

310.206.0735, catering@asucla.ucla.edu
308 Westwood Plaza, Ackerman 1390
Los Angeles California 90095

All catering and food service, including concessions sales and food provided by the client to its own employees and staff, are to be arranged with and facilitated by ASUCLA Catering. Costs attached thereto will be satisfied per agreement between the Producers of the Event and ASUCLA Catering. Should you have special requests regarding catering or other food at your event, contact ASUCLA Catering.

Alcoholic Beverages

Service of alcoholic beverages on the UCLA campus is subject to approval by ASUCLA. Alcoholic beverages may be distributed but may not be sold by ASUCLA. Contact ASUCLA Catering (phone number above) for more information.

Will alcoholic beverages be served at your event? Yes No

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Special Events Agreement
Terms

This "Special Events Agreement" (hereinafter called "Agreement") is comprised of Page One through Page 16 of this document and all required attachments. All references to Pages and Paragraphs herein refer to this Agreement.

This agreement is made as of _____ by and between Associated Students UCLA (ASUCLA), an organization, and _____ (hereinafter called "Producer").

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Event:** Producer agrees to present _____ (hereinafter called "Event") in _____ (building) _____ (room) on _____.
 The Event, from beginning of set-up through clean-up, shall take place on the dates and times set forth on Attachment A which will be included as part of this Agreement.
2. **Budget and Compensation:**
 - a. Producer agrees to pay ASUCLA the non-refundable amount of \$ _____ by _____ upon the execution of this Agreement, required to hold the Venues referred to in Paragraph Four (Page Ten).
 - b. Producer agrees to pay balance of all budgeted and estimated charges for the minimum services as set forth on Attachment A by _____.
 - c. All payments shall be made by a pre-printed personal, pre-printed corporate, cashiers or certified check made payable to "ASUCLA."
 - d. Producer agrees that if all payments specified above are not made by specified dates, ASUCLA retains the right to cancel Event and nullify this Agreement. Producer further agrees that in the event of cancellation for non-payment, ASUCLA will retain any monies paid to ASUCLA for charges incurred to date of cancellation. Also see Paragraph 16 (Page 15).
 - e. Producer and ASUCLA agree that any changes, modifications, or adjustments of budgeted and estimated charges after the date of the Final Budget shall be executed by written or verbal means and shall be added to Attachment A, except in the case of damages as referred to in Paragraph 11 (Page 12). The most recent version of Attachment A shall replace any earlier versions for inclusion in this Agreement.

Payment Schedule	
Reservation Date	Facility Fee Payment
more than 12 months prior	15% non-refundable deposit due
<i>At 12 months prior, total deposit of 50% due</i>	
31 days - 12 months prior	50% deposit due
30 days prior	Full balance due
All initial payments are due two weeks after booking a facility.	

Cancellation Schedule	
If cancelling	you...
more than 12 months prior	forfeit the 15% Deposit
8 weeks - 12 months prior	forfeit 50% of deposit
31 - 55 days prior	forfeit 100% of deposit
0 - 30 days prior	owe 100% of facility fees

3. **Rights and Duties:** The parties hereto agree to act reasonably and in good faith in connection with the performance of all the terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.
4. **Venues to be provided by ASUCLA:** ASUCLA agrees to furnish the venues for the period of time specified in Attachment A. The named venues are hereinafter referred to as "Venues".
5. **Services to be provided by ASUCLA to Producer at Producer's expense:** ASUCLA agrees to provide at Producer's expense the services and equipment set forth in Attachment A. Any service or equipment requests by Producer that are not listed on Attachment A will be an additional cost to Producer.

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6. **Services to be provided by Producer at Producer's expense:** Producer agrees to provide at Producer's expense the services and equipment as set forth below:
 - a. If Producer desires to use the name or marks of the University or ASUCLA in advertising, Producer must obtain the prior written approval of ASUCLA, including approval of design, production and placement. Producer shall provide necessary materials and advertising schedules for written approval before such materials are to be submitted for printing, publication, viewing or display. Refer to Paragraph Nine (Page 11) for policy relating to Marks.
 - b. Any equipment which the Producer requires that has not been contracted for in the Agreement and which is not readily available at ASUCLA will be acquired at Producer's expense. Refer to Paragraph 13F (Page 14) for information on insurance for all vendors and services providers as required by ASUCLA and the Regents of University of California.
 - c. All performer/participant fees and related benefits as required by Producer at Producer's sole discretion.
 - d. Transportation for all participants to and from the place of the event as required by Producer.
7. **Reproduction of Event:** In the event Producer desires to film, videotape, televise (live), or replicate the Event in any form or manner (including news coverage and archival), Producer agrees to obtain ASUCLA's and the University's prior approval and to follow guidelines delineated in the "UCLA Photography, Motion Picture and Television Permit" which will be included in this Agreement as Attachment F. Producer also agrees that use of the University or ASUCLA names, marks, and logos is restricted, and Producer further agrees that Event shall not make use of University or ASUCLA names, marks, or logos without prior written consent of ASUCLA in any way in reproduction of event. Also see Paragraph Nine (Page 12).
8. **Merchandise Sale:** Producer is expressly prohibited, during the Event, from selling any programs, foodstuffs, records, tapes, or clothing on the campus of the University, except as noted below.
 - a. The parties acknowledge that the exclusive right to sell souvenirs, food, beverages and novelties is retained by ASUCLA. Producer shall not sell any products at the Event without the prior written permission of ASUCLA, including explicit approval of a "Detailed List of Proposed Vendors and Merchandise" which will be included in this Agreement as Attachment E.
 - b. Producer shall not receive a commission on the sales of UCLA emblematic merchandise and food. Also see Paragraph Nine (Page 12).
 - c. ASUCLA is entitled to provide food and beverage service during the days the Event is open to the public at prices customarily charged during such events, as ASUCLA customarily has food and beverage service available at the facilities at similar events open to the public. Producer shall not be entitled to any revenues collected from food and beverage service. Refer to Page Nine for policy relating to Producer providing its own food and beverage service to its own employees, athletes, sponsors and other persons associated with Producer or at private Producer functions held at the Facilities.



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9. **Marks:**

- a. Producer acknowledges that the Regents of the University of California own several names, symbols, service marks, trademarks and logos (hereinafter called "Marks") associated with each of its campuses, including UCLA and ASUCLA. Producer agrees that it shall not sell or distribute any merchandise bearing any Marks, nor permit or attempt to permit others to do so except under the following conditions: ASUCLA hereby grants Producer, subject to the terms and conditions set forth in Paragraph 6a (Page Ten) of this Agreement, the right to use Marks associated with the University's UCLA campus solely in connection with the media advertising and promotion of the Event and not for any other purpose. Should Producer wish to produce promotional merchandise, either for sale or free distribution, which bears both the UCLA Marks and information or graphics depicting the Event, such joint use must be approved in writing by ASUCLA, which will also review and approve the proposed artwork for such joint use.
- b. ASUCLA shall not make any written or other use or reference to the names, marks, emblems, designs or terminology of the Producer or of the Event for any purpose without first obtaining the prior written approval of Producer.

10. **Use of Campus Facilities:** ASUCLA maintains strict control over its facilities and their usage for purposes of advertisement and promotion of public events. Placement, location and text of any posters, banners, announcements, informational signs or directional signs on campus shall be subject to the approval of ASUCLA, in accordance with applicable ASUCLA policies and regulations as they exist at the time of the Event. Any changes in the characteristics of the Event, which might impact the integrity of the Venues, must also be approved by ASUCLA. Subject to ASUCLA's consent, ASUCLA shall permit Producer and persons authorized by Producer to erect and maintain signs, banners and other advertisements at designated locations throughout the dates of the Event and for a reasonable time prior to the start of the Event.

11. **Condition of Venues:** Within twenty-four (24) hours of set-up of the Event, a Producer representative and an ASUCLA representative shall inspect and examine the Venues. Both representatives shall note any problems, defects or extraordinary wear and tear that exists on each Venue at the time of such inspection. ASUCLA warrants that the Venues shall remain unchanged between the time of inspection and the time of occupation. Upon completion of the Event, the representatives shall jointly re-inspect each Venue to establish the condition thereof and determine if there has been any damage to the Venue, normal wear and tear excepted. If a Venue has been damaged, it shall be restored at the ASUCLA's sole discretion to its pre-existing condition and the Producer shall pay ASUCLA for the reasonable costs of such restorations.

12. **Modification of Services Authorization:**

If Producer requests modifications of, or additional services pursuant to this Agreement, then the only persons who may authorize such requests are:

For ASUCLA: Patrick Vasquez, Event Manager, ASUCLA

For Producer: _____

Name	Title	PRODUCER	Date
------	-------	----------	------

In no event will either party be responsible, financially or otherwise, for any services that are not authorized in writing prior to performance of modification of services.

Except as explicitly provided in this Agreement, Producer shall make no alterations or additions to the Venues without the written consent of ASUCLA. At the request of Producer, ASUCLA will consider making alterations or additions to the Venues at a cost to be negotiated. If such alterations or additions are made, the Venues will be restored to their original condition at Producer's expense at the close of the Event.

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13. Liability and Insurance:

- a. Producer shall defend, indemnify and hold harmless ASUCLA and the Regents of the University of California, its officers, agents, students and employees from and against each and every claim, demand, lawsuit, award, judgment, loss, expense (including reasonable attorney and court fees and costs), liability or payment by reason of any damages or injury to person(s) (including death) or property (including loss of use or theft thereof) arising out of or in connection with this Agreement, in proportion to and to the extent that such claim, demand, lawsuit, award, judgment, loss, expense (including reasonable attorney and court fees and costs), liability or payment by reason of any damages or injury to person(s) (including death) or property (including loss of use or theft thereof) is caused by the tortious conduct, active or passive, of Producer, its officers, agents, employees, guests, invitees and participants.
- b. ASUCLA and the Regents of the University of California shall defend, indemnify, and hold harmless Producer, its officers, agents and employees, from and against each and every claim, demand, lawsuit, award, judgment, loss, expense (including reasonable attorney and court fees and costs), liability or payment by reason of any damages or injury to person(s) (including death) or property (including loss of use or theft thereof) arising out of or in connection with this Agreement, in proportion to and to the extent that such claim, demand, lawsuit, award, judgment, loss, expense (including reasonable attorney and court fees and costs), liability or payment by reason of any damages or injury to person(s) (including death) or property (including loss of use or theft thereof) is caused by the tortious conduct (active or passive) of ASUCLA and the Regents of the University of California, its officers, agent or employees.
- c. Producer agrees to maintain, at Producer's expense, a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage, providing a contractual liability endorsement of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Producer shall submit a certificate of insurance evidencing such coverage naming ASUCLA and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as additional insured for the Event. Producer also agrees to maintain business automobile insurance in the amount of \$1,000,000 for Producer- owned, non-owned and hired automobiles. Producer will also maintain Workers' Compensation Insurance as required under California law. Finally, Producer will maintain and provide evidence of fire and extended coverage insurance protection for Producer's equipment and sundry personal property. ASUCLA must have evidence of the above-listed insurance no less than ten (10) working days before the Event which will be included in this Agreement as Attachment C. Such certificate shall specify that coverage will not be canceled, changed or reduced until after thirty (30) days written notice to the ASUCLA. Failure to abide by the requirements in this subparagraph shall be grounds for cancellation of this Agreement. If the above insurance is written on a claims made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.
- d. Producer shall be financially responsible for repairs to or replacement of any ASUCLA-provided equipment and/or facilities utilized or occupied in connection with this Agreement that is damaged or destroyed as a consequence of the Event, provided that such damage is caused by the actual or claimed tortious conduct (active or passive) of Producer, its officers, agents, employees, guests, invitees or participants.
- e. If Producer provides equipment for the Event, ASUCLA and the Regents of the University of California shall be defended, held harmless and indemnified from any and all claims of accident or injury sustained or alleged to have been sustained as the result of the use of said equipment, except to the extent that such claim is caused by a negligent act or omission of ASUCLA and the Regents of the University of California, its officers, agents, students or employees.
- f. If Producer contracts vendors or service providers, said vendor or service provider agrees to maintain, at vendor's expense, a policy or policies of comprehensive or commercial general liability insurance,

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including bodily injury and property damage, providing a contractual liability endorsement AND professional liability insurance of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Vendor shall submit a certificate of insurance evidencing such coverage naming ASUCLA and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as additional insured for the Event. Vendor also agrees to maintain business automobile insurance in the amount of \$1,000,000 for Producer-owned, non-owned and hired automobiles. Vendor will also maintain Workers' Compensation Insurance as required under California law. Finally, Producer will maintain and provide evidence of fire and extended coverage insurance protection for Producer's equipment and sundry personal property. ASUCLA must have evidence of the above-listed insurance no less than ten (10) working days before the Event which will be included in this Agreement as Attachment C. Such certificate shall specify that coverage will not be canceled, changed or reduced until after thirty (30) days written notice to the ASUCLA. Failure to abide by the requirements in this subparagraph shall be grounds for cancellation of this Agreement. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of the agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

- g. Producer is solely responsible and agrees to defend, hold harmless and defend ASUCLA and the Regents of the University of California from any liability that arises from Producers officers, agents, employees, guests, invitees or participants encouraging members of the audience, ASUCLA officers, agents, students or employees to enter onto the stage, technical areas or other performance or hazardous areas during the Event.

14. **Credentials, Passes and/or Tickets:** Refer to Page Four for policy regarding the production and sales of tickets. Recognizing that full compliance with ticket policies are always required, Producer shall provide credentials and passes to all areas of the Event, and credentials, passes and/or tickets shall be required of all persons, whether they are participants, technicians, ASUCLA or University personnel or guests. ASUCLA shall submit a list of names of those individuals or campus departments who need access to the Facilities, who shall be provided credentials and passes; such individuals shall be limited to Event management staff, medical and facilities personnel; provided, however, that ASUCLA or University personnel who have work responsibilities in connection with the Event shall be admitted by a gate list, the contents of which list shall be selected by ASUCLA at its sole discretion. Producer shall also provide special VIP credentials and/or tickets for ASUCLA personnel at the level of Chancellor, Vice Chancellors, Assistant Vice Chancellors and Directors to be selected at the sole discretion of ASUCLA.
15. **Force Majeure:** Neither Producer nor ASUCLA shall be liable for failure of the Event participants to appear, present or perform if such failure is caused by or due to a natural disaster that affects the Facilities, causes physical disability to Event participants or because of acts or regulations of public authorities other than ASUCLA or University, civil tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of Producer or ASUCLA. In the event that the Facilities are unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Event has not begun, ASUCLA and Producer each shall have the independent right to terminate this Agreement. In that event, ASUCLA shall refund all moneys previously paid by Producer, except for costs paid and/or contracted for commitments, which cannot be canceled as described in the Exhibits, and except for the Facilities Rental Fee, which is non-refundable.
16. **Cancellation:** Except as provided in Paragraph 15 (Page 14), In addition to any non-refundable deposit as indicated in Paragraph 2 (Page Ten), Producer shall be responsible for ASUCLA's out-of-pocket expenses and/or any expenses that have been incurred to date of cancellation necessitated either by change of date, cancellation by ASUCLA for non-payment of event charges or cancellation by Producer after promotion has begun. All such expenses shall be determined by ASUCLA and will be presented to Producer, with substantiation, within thirty (30) working days following the contracted dates(s) of the Event. Producer shall reimburse ASUCLA by cashiers check made payable to ASUCLA, within ten (10) working days following receipt of such statement.

Special Events Agreement

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17. **Indemnification from Infringement of Copyright:**
- a. Producer agrees to defend, indemnify and hold harmless ASUCLA and the Regents of the University of California against all claims, demands, costs and expenses, including reasonable attorney and court fees and costs, that ASUCLA or the Regents of the University of California may sustain or incur by reason of any claim of infringement or violation of any copyright or property right in the Event. Producer shall secure the rights to and to pay any and all fees or royalties required to be paid on copyrighted material except for ASUCLA provided materials, and to hold ASUCLA and the Regents of the University of California harmless from any liability for such fees or royalties.
 - b. ASUCLA and the Regents of the University of California agree to defend, indemnify and hold harmless Producer against all claims, demands, costs and expenses, including reasonable attorney and court fees and costs, that Producer may sustain or incur by reason of any claim of infringement or violation of any copyright or property right arising out of materials provided to the event by ASUCLA or its agent. ASUCLA and the Regents of the University of California shall secure the rights to, and to pay any and all fees or royalties required to be paid on copyrighted material except for Producer provided materials, and to hold Producer harmless from any liability for such fees or royalties.
18. **Warranties:** Producer warrants that it has full and current legal authority to act and contract for the Event. ASUCLA warrants that it has full and current legal authority to act and contract for the Event.
19. **Oral representation:** No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this Agreement. This Agreement, including the Attachments, contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the parties hereto.
20. **Arbitration:** Any dispute between the parties arising under or related to this Agreement shall be resolved by arbitration which shall be held at Los Angeles, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fee and cost shall be borne equally by the parties.
21. **Choice of Law:** The laws of the State of California shall govern this Agreement.
22. **Relationship between Parties:** This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Producer and ASUCLA or the Regents of the University of California, or between the Event and ASUCLA or the Regents of the University of California.
23. **Severability:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
24. **Waiver:** Failure or inability of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights or occurrences.
25. **Amendments:** The parties may agree to one or more amendments to this Agreement, at which time those amendment(s) shall become incorporated into this Agreement when amendment(s) has been signed by both parties.
26. **Compliance with Law:** Both parties shall comply at all times with all ordinances, laws and regulations affecting the use and occupancy of the facilities.



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- 27. **Conflict:** To the extent there is any conflict between the terms of this “Special Events Agreement” and the Exhibits, the terms of the Exhibits shall take precedence.
- 28. **Warranty:** This agreement will become effective when countersigned by the ASUCLA on behalf of the Regents of the ASUCLA of California.

ACCEPTED AND AGREED:

ASSOCIATED STUDENTS, UCLA

PRODUCER

By _____

By _____

Date: _____

Date: _____

Roy Champawat (Default sig.) Print

Name _____

Director, Student Union Title

ASUCLA PRODUCER