



San José State
UNIVERSITY

Mosaic: SJSU's Multicultural Center

Facility Use Contract

Client shall use Mosaic: San Jose State University's Multicultural Center (hereafter referred to as Mosaic) in a careful and proper manner and shall comply with and conform to all policies of San Jose State University, the Student Union, Inc. and Mosaic, as well as all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the facilities and its contents.

Loss and Damage

A. Client hereby assumes and shall bear the entire risk of loss and damage to the facilities and contents from any and every cause whatsoever. No loss or damage to the facilities and contents or any part thereof shall impair any obligation of Client under this contract, which shall continue in full force and effect through the duration of use.

B. In the event of loss or damage of any kind whatever to the facilities and contents, Client shall, at Mosaic's option:

- (i) Place the same in good repair, condition and working order; or
- (ii) Replace the same with like in good repair, condition and working order; or
- (iii) Pay to Mosaic the replacement cost.

Proof of Liability and Accident Insurance may be required prior to final approval of contract. **Special Events Insurance** is available through the Safety and Risk Services Office, 924-2137, Building BB.

Required Hold Harmless and Indemnification:

Client agrees to hold the University harmless from and against all disputes, liabilities or obligations and agree to both personal and joint liability as a private person and an organization to indemnify, hold harmless and defend Mosaic, SJSU Multicultural Center, San Jose State University (SJSU) and the California State University (CSU), and each of its officers, officials, Trustees, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability including but not limited to personal or bodily injury, death at any time and property damage) incurred by SJSU or CSU, the Permittee or any other person and from any all claims, demands and actions in law or equity (including attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of this permit or the use of this facility. The Permittee's obligations under the preceding sentence shall apply regardless of whether SJSU or the CSU or any of its officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of SJSU or the CSU.

List all dates/days/times below that you will be using Mosaic:

Date: _____ Time(s): _____

Date: _____ Time(s): _____

Recurring Event: Dates or Days: _____ Time(s): _____

I, both individually and on behalf of, and as an authorized agent of the below named organization, have read, understand and agree to abide by this contract in its entirety.

Print Name (Client) _____

Organization _____

Signature _____

Date ____/____/____