

***** WE MUST RECEIVE DEPOSIT AND TERMS OF SERVICE FORMS WITHIN 48HRS OR THIS REQUEST WILL BE TERMINATED. EMAILING THIS FORM ACTS AS AN ELECTRONIC SIGNATURE.*****

****TERMS OF SERVICE****

The below terms of service are applicable to all UASRA spaces, except where explicitly stated otherwise. UASRA Spaces are:

Sawtelle Community Center - 3200 Sawtelle Blvd.

Sepulveda Resource Room - 3281 South Sepulveda Blvd.

Gazebo –Courtyard of 3260 Sawtelle Blvd.

General

-All persons or groups wishing to use a UASRA managed space must review this document thoroughly and agree to all terms (including Waiver Form).

-All UASRA Spaces must be used in accordance with the regulations established by the Chancellor regarding the use of all UCLA facilities and nondiscrimination, which states:

1. Residents shall not use university facilities if their purposes or activities are political or religious in nature.
2. University facilities shall not be used to organize or carry out unlawful activities.
3. University facilities shall not be used for any commercial purposes without written approval of the chancellor.
4. Only University Units may charge admission. Donations may not be required as a condition of admission.

-All persons or groups using a UASRA space shall do so only with prior approval from UASRA (secure approval from the UASRA Community Center Coordinator).

-Non-residents in attendance at a UASRA Space are NOT covered by UASRA insurance.

-All persons or groups using a UASRA Spaces must adhere to all University Apartments Rules and Regulations.

-Consumption of Alcoholic beverages is prohibited.

-Smoking is prohibited.

Scheduling

Events in all UASRA Spaces must take place between the hours of 10am and 10pm (including set up and clean-up time) unless approved by the UASRA board.

Use of a UASRA Space is limited to the specific time slots approved by the UASRA Community Center Coordinator (excluding UASRA events).

Users or groups shall not in any way damage, deface or destroy the facility or its furnishings.

Deposit

A refundable \$80 deposit in the form of a check (made payable to UASRA) is required for all persons who request use of a UASRA Space.

Advertising

There shall be no publicity of the event or activity, unless pre-approved and/or sponsored by UASRA.

Safety/Compliance

University of California Police officers and UASRA officials shall have right of entry to any event or activity held in a UASRA Space.

The use of a UASRA Space shall be in accordance with all other rules, regulations, or requests issued by the UASRA Community Center Coordinator, other UASRA officials, or the University.

Penalties and Cancellations

1. Damage - The \$80 security deposit (or a portion of it) will be forfeited if the following conditions are not satisfactorily met, as determined by the Maintenance Coordinator.

a. All litter, trash, or dirt must be taken to the UV disposal areas and not left in the Community Center trash cans.

b. Floors must be swept, wet mopped, and dried after event.

c. All lights must be turned off, and windows and doors locked at the end of the event.

d. All equipment and furniture must be reassembled and/or returned to their designated storage areas.

e. The key to the room must be returned

f. The full cost (in excess of the deposit) of any damage incurred to the facilities and its contents including, but not limited to equipment or furniture, lights, windows, walls, and/or floors will be charged to the user or group whose "signature" appears at the end of this agreement.

2. No-shows or cancellations without notifying Community Center Coordinator or Maintenance Coordinator at least 24 hours in advance of the reserved event will result in the loss of the deposit. There may be exceptions in emergency situations, only as agreed upon by the Community Center Coordinator or Maintenance Coordinator.

3. Lateness - If the event host is more than 30 minutes late from the start of the confirmed reservation time, the event is subject to cancellation and the deposit forfeited. There may be exceptions in emergency situations, only as agreed upon by the Community Center Coordinator or Maintenance Coordinator.

4. Early Endings - The deposit may be held if the event ends before the stipulated time. The event host must meet the Maintenance Coordinator at the time arranged, unless you both have previously agreed otherwise.

5. Incivility - Gross misconduct towards UASRA officers or UCLA employees will result in the loss of your deposit and refusal of future UASRA reservation requests.

6. Key – You will be provided a key to the community center that will also unlock the kitchen and storage room, for the duration of your event. If the key is not returned at the end of your event you will forfeit the full deposit of \$80.

I am a tenant or am affiliated with the University Apartments South and I accept full responsibility for the conduct of persons attending the event or activity that I am hosting. I accept full responsibility for the condition of the UASRA Space (Community Center / Gazebo / Sepulveda Resource Room) during and after said event or activity. I understand the above regulations and requirements. I further understand that my deposit will only be returned in full if I have fulfilled said requirements and regulations to the satisfaction of the Community Center Coordinator and/or UASRA.

I understand that by submitting/emailing this request, I agree to the Terms of Service.

****Waiver of Liability, Assumption of Risk, and Indemnity Agreement****

Waiver: In consideration of being permitted to participate in any way in hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Regents of the University of California, its officers, employees, and agents from liability from any and all claims including the negligence of The Regents of the University of California, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Regents of the University of California HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred. Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand that by submitting/emailing this request, I am consenting to the terms of the waiver.

Community Center Event Checklist

- 1.Mop floor.
- 2.Clean Kitchen.
- 3.Empty all trash.
- 4.Ensure all equipment is in the same condition as it was before your event.
- 5.Put away tables, chairs and any items used.
- 6.Turn off air conditioner.
- 7.Turn off lights.
8. Return room key to the Community Center Maintenance Coordinator.

THE DEPOSIT WILL NOT BE REFUNDED UNLESS THE CHECKLIST IS SATISFACTORILY ACCOMPLISHED.

