



Category 3 User One-Time Base Daily Use Fee Waiver Agreement Form

Crocker Theater, Samper Recital Hall, and Black Box Theater

Reference California Education Code (Sections 82537-82548)

This agreement made and entered into on _____ (date) by and between

(Benefitting Cabrillo College Department/Division) and

(Non-College Partner)

This agreement confirms Cabrillo College’s one-time base daily use fee waiver (as notated in “Schedule A”) for the following event presenter in exchange for an instructional activity provided by the presenter *beyond the event itself* that is of extraordinary educational benefit to Cabrillo College students (IE. free master classes, guest artist/presenter workshops/lectures/panel presentations). **IMPORTANT: For multiple (repeat) performances, this base daily use fee waiver applies to only one of the performances, and this waiver may be requested only once per user per academic year.**

(Event name, date, time, and location)

(FREE educational activity name, date, time, and location)

1 COLLEGE LIAISON NAME & DEPT: _____ agrees to serve as the Benefitting Department Liaison and will assist in facilitating the Benefitting Department’s involvement with the Event.

2 For Category 3 presenters seeking a single waiver per presenter per academic year of the base daily use fee in exchange for a free educational activity *beyond the event itself* that is of extraordinary educational benefit to Cabrillo College students (IE. master classes, guest artist/presenter workshops/lectures/panel presentations), please describe the activity, in detail, here:

3 FACILITY USE: The Benefitting Department agrees to act as a liaison in securing the use of an appropriate VAPA venue for the educational program described above. The COLLEGE LIAISON whose name appears on this form, or a designee from the sponsoring instructional division/program/department, must be present for the entire instructional activity provided by the presenter *beyond the event itself*. **THE NON-COLLEGE PRESENTER AGREES TO ENTER INTO A SEPARATE USE AGREEMENT WITH FACILITIES FOR THIS PURPOSE, AND UNTIL SUCH CONTRACT IS SIGNED, NO PUBLICITY MAY BE RELEASED FOR THE EVENT OR POSTED ON ANY WEB SITE.** Facilities use fees will be charged under the appropriate VAPA guidelines outlined in the *SCHEDULING & FEE CATEGORIES OF VAPA PERFORMANCE VENUE USERS* and the *CABRILLO COLLEGE VAPA COMPLEX PERFORMANCE VENUE USE FEES*.

4 CERTIFICATE OF GENERAL LIABILITY INSURANCE: Any Non-College Partner agrees to obtain from their private insurance company, a Certificate of General Liability naming Cabrillo College as additionally insured, in the amount of \$1 million dollars. The Certificate must be received no fewer than 14 days prior to the event. The policy must extend for eight (8) hours before and after the event, including the time scheduled to set up and clean up.

5 Cabrillo Administrative Regulations and the VAPA Facility Use Agreement shall take precedence over agreements made between College units and Non-College Partners. (Any and all items agreed to herein that conflict with the VAPA Facility Use Agreement and Cabrillo Administrative Regulations are expressly rescinded and canceled and replaced by the provisions in the VAPA Facility Use Agreement and Cabrillo Administrative Regulations.)

6 Under the terms of this agreement, the following schedule will be used to determine the specific amount of the base daily use fee waiver:

SCHEDULE A:

Venue/Day(s)	Amount of Base Daily Use Fee Waiver
Black Box Theater: Monday - Thursday	\$200
Black Box Theater: Friday - Sunday	\$250
Samper Recital Hall: Monday - Thursday	\$360
Samper Recital Hall: Friday - Sunday	\$470
Crocker Theater: Monday - Thursday	\$660
Crocker Theater: Friday - Sunday	\$880

The individual/s signing this agreement warrant and represent that they have the full power and authority to enter into this agreement and fully perform in accordance with the terms thereof.

Non-College Presenter and Cabrillo College hereby accept and agree to be bound by terms and conditions as outlined herein.

For Non-College Presenter _____ Date: _____

College Liaison _____ Date: _____

**For non-VAPA College Sponsors only*

Division Dean or Unit Head* _____ Date: _____

VAPA Division Dean _____ Date: _____