

FACILITY USE AGREEMENT

A photo production crew from **(insert name of company)** ("**Company**") will be allowed to shoot at **the jointly owned Dr. Martin Luther King, Jr. Library ("Library"), located at 150 East San Fernando Street, San José, CA** on **(insert date)**. A fee of **\$(insert amount)** will be charged. (Make check payable to San José State University and present to **(insert name of contact person for that day)** upon arrival for the shoot.

In accordance with said usage, the following conditions apply:

1. Indemnifications and Hold Harmless. Company agrees to indemnify and save harmless the State of California, the Trustees of the California State University, San José State University, the City of San José their officers, agents and employees of each of them (hereinafter referred to as "State" and "City") from any and all loss, damage or liability that may be suffered or incurred by the State and/or the City, caused by, arising out of or in any way connected with the use by **Company** of said State and City property, except when such loss, damage or liability results from the State's or the City's negligence or willful misconduct.

2. Control of Premises. The activities of Company at all times shall be subject to the reasonable control of the Library Co-Managers. Company agrees to take steps, as requested by the Co-Managers, to avoid interference with the normal operations of the Library.

Name
Company Name

Barbara Keltner
Procurement Services
San José State University

Norberto Duenas
Deputy City Manager