

Training & Education Center Reservation Agreement

Responsible Requestor: _____ Phone No: _____

Email: _____ Department/Company: _____

Name of Class/Event: _____ Date of Event: _____

- All forms are to be submitted to training@state.ca.gov. Submitting a form does not guarantee a reservation. The Responsible Requestor should receive an acknowledgement within three (3) state business days.
- Cancellation via e-mail to training@state.ca.gov from the Responsible Requestor is required a minimum of five (5) state business days prior to scheduled events. Failure to cancel within the allocated time will result in billing for use of the room.
- Per Government Code Section 8314: "It is unlawful for any elected state or local officer, including any state or local appointee, employee, or consultant, to use or permit others to use public resources for a campaign activity, or personal or other purposes which are not authorized by law."
- All personnel should wear a valid CA Department of Technology badge or a temporary visitor sticker.
- Reserved special equipment can be checked out at the Front Desk and must be returned at the end of the event. The Responsible Requestor is responsible for the equipment's return.
- A courtesy technical equipment set-up time of one hour is provided without charge. Where applicable, extended technical equipment set-up or requirements beyond this time shall be billed for service according to the requested duration. One hour of free technical support is provided per event; however, additional hours will be billed at the rate of \$90 per hour.
- Internet service it is provided by CA Department of Technology upon request.
- Phone service for conference calls is available. CA Department of Technology can provide conference phones that must be checked out from the Training Center. Phone calls are to be local or toll free only.
- The Training Center will provide table set-up and take-down.
- All conference spaces shall be maintained in a neat and orderly manner. Negligent or damage to the space will be billed to the event Responsible Requestor.
- Food or drinks are allowed in the training rooms but not in the labs. The Responsible Requestor will be billed for additional cleaning if required.

- No balloons are allowed as they can interfere with the fire suppression subsystems.
- CA Department of Technology shall not be responsible for any personal items or other equipment not provided by our department.
- All classes should start no earlier than 8:15 a.m. and end no later than 4:30 p.m.
- Ample free parking is available at the Training and Education Center.
- The Training and Education Center has a large break room with vending machines, microwave ovens, and refrigerators available for use. Coffee is available for a fee. In addition, many restaurants are located within a short driving distance on Zinfandel Drive and Sunrise Blvd.
- When attending classes at the Training and Education Center, casual attire is suggested. Also, since temperatures within the classrooms may vary widely, we suggest dressing in layers to accommodate the temperature fluctuations.
- State agencies will be billed directly through California Department of Technology Billing System (CalTABS) after the use of the Training and Education Center.
- Private entities shall make the payments in advance, according to the Fee Schedule. Acceptable payments: Check or Credit cards (Visa, Mastercard, Discover). Payments shall be made out to:

**CA Department of Technology
Accounts Receivable
P.O. Box 1810
Rancho Cordova, CA 95741-1810**

- The Training and Education Center shall be used by the Responsible Requestor during the term hereof for training or education and for no other purpose. The program conducted within the Training and Education Center will be the function and total responsibility of the Responsible Requestor. CA Department of Technology shall have no obligation to provide any program needs, including any supplies and equipment, except when previously agreed upon.
- CA Department of Technology and the State of California are to be free of all liability and claims for damages by reason of any injury to any person or persons, including the Responsible Requestor, or property of any kind whatsoever and to whomsoever belonging, including the Responsible Requestor, from any cause or causes whatsoever while in, upon or in any way connected with the Training and Education Center during the term of this Agreement or any occupancy hereunder except those arising out of the sole negligence of the STATE. The Responsible Requestor agrees to defend, indemnify and hold harmless the CA Department of Technology from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring. The Responsible Requestor agrees to provide necessary worker's compensation insurance for all its employees present at the Training Center at the Responsible Requestor's own cost and expense.
- In the performance of this Agreement, the Responsible Requestor shall not discriminate,

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, or use of family care leave. The Responsible Requestor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Responsible Requestor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Responsible Requestor shall give written notice of its obligations under this clause to any labor organizations with which they have a collective bargaining or other Agreement. Further, the Responsible Requestor shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the CA Department of Technology setting forth the provisions of this Fair Employment Practices Section (Government Code, Section 12920-12994).

- CA Department of Technology may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which the Responsible Requestor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Responsible Requestor has violated the Fair Employment Practices Act and has issued an order to the appropriate provisions of the Government Code. CA Department of Technology shall have the right to terminate this Agreement and any loss or damage sustained by the Department of Technology by reason thereof shall be borne and paid for by the Responsible Requestor.
- The Responsible Requestor accepts the Training and Education Center in good repair and tenantable condition, unless otherwise specified herein, and agrees that on the last day of the term, or the earlier termination of this Agreement, to surrender to CA Department of Technology the Training and Education Center, with any appurtenances or improvements therein, in the same condition as when received, reasonable use and wear thereof and damage by acts of nature, excepted.
- The Responsible Requestor should not make any changes and/or alterations or post signs without first obtaining consent from the CA Department of Technology in writing.
- Smoking is not allowed in or upon the Training and Education Center.
- The Responsible Requestor agrees that it will comply with all laws, federal, state, or local, existing during the term of this agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as the term is defines in such applicable law. In the event, CA Department of Technology or any of its affiliates, successors, principals, employees, or agents should incur any liability, cost, or expense, including attorney's fees and costs, as a result of the Responsible Requestor's illegal or alleged illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, the Responsible Requestor shall indemnify, defend, and hold harmless any of these individuals against such liability.

- Where the Responsible Requestor is found to be in breach of this provision due to the issuance of a government order directing the Responsible Requestor to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by the Responsible Requestor or any person acting under their direct control and authority, Responsible Requestor shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by CA Department of Technology in connection with or in response to such government order. In the event a government order is issued naming the Responsible Requestor or the Responsible Requestor incurs any liability, during or after the term of the rental agreement, in connection with contamination which pre-existed, the Responsible Requestor obligations and occupancy under this Agreement or which were not caused by the Responsible Requestor, CA Department of Technology shall hold harmless, indemnify, and defend the Responsible Requestor in connection therewith and shall be solely responsible as between Responsible Requestor and CA Department of Technology for all efforts and expenses therefore.

Signature of Responsible Requestor

Date