



# Judicial Council of California

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## REPORT TO THE JUDICIAL COUNCIL

*Item No.: 24-184*

For business meeting on November 15, 2024

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**Title**

Court Facilities: Policy for Third-Party Uses of Court Facilities

**Report Type**

Action Required

**Rules, Forms, Standards, or Statutes Affected**

None

**Effective Date**

January 1, 2025

**Recommended by**

Executive and Planning Committee  
Hon. Brad R. Hill, Chair

**Date of Report**

October 24, 2024

**Contact**

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### Executive Summary

The Executive and Planning Committee recommends adopting the *Policy for Third-Party Uses of Court Facilities* developed by the Real Estate Policies Subcommittee. The purpose of the policy is to establish guidelines for the use of court facilities by third parties including long-term occupancies, short-term events, civics education initiatives, and commercial and vendor services. Third-party uses of court facilities previously have been subject to interim policies, and the Executive and Planning Committee established the Real Estate Policies Subcommittee in part to develop a proposal for a current policy governing third parties' uses.

### Recommendation

The Executive and Planning Committee recommends that the Judicial Council, effective January 1, 2025, adopt the *Policy for Third-Party Uses of Court Facilities*.

The proposed policy is included as Attachment A to this report.

### Relevant Previous Council Action

The Judicial Council has not previously adopted a policy on third-party uses of court facilities.

## **Analysis/Rationale**

The *Policy for Third-Party Uses of Court Facilities* (Third-Party Use Policy) would address third-party uses of court facilities under the Judicial Council’s control on behalf of the courts. Such uses include continuous or regularly occurring long-term occupancies, short-term events and activities, civics education initiatives, and commercial and vendor services. The Third-Party Use Policy would establish guidelines for the respective roles of the Judicial Council and courts (§ 3), the delegation of responsibility to the courts over civics education initiatives (§ 4), the application process (§ 5), the requirements for approving requests (§ 6), the required agreement (§ 7), and the assessment of fees for third-party uses of court facilities (§ 8).

### **Authority over court facilities and third-party uses**

The Judicial Council has statutory authority and responsibility over court facilities. This includes the oversight of a third party’s use of space at the buildings and grounds of court facilities. Specifically, Government Code sections 69204 and 70391 vest the Judicial Council with the “full range of policy making authority,” as well as the responsibility and authority to “[e]xercise full responsibility, jurisdiction, control, and authority as an owner would have,” over trial and appellate court facilities.<sup>1</sup>

Statute also vests Judicial Council staff with the responsibility and authority to “provide the ongoing oversight, management, operation, and maintenance” of trial court facilities that have been transferred to the Judicial Council, and to “[c]arry out the Judicial Council’s policies with regard to” trial court and appellate court facilities.<sup>2</sup> A court only has authority to enter into or manage agreements for third-party uses of court facilities if the Judicial Council or its staff expressly delegates that responsibility to the court per applicable law.<sup>3</sup>

The Executive and Planning Committee oversees the Judicial Council’s policies and procedures regarding court facilities.<sup>4</sup> The Executive and Planning Committee formed the Real Estate Policies Subcommittee in May 2021 to consider and make recommendations regarding the third-party use of court facilities as well as other real estate policies, procedures, and guidelines.

### **Interim policies**

Following the transfer of the approximately 500 court facilities to the judicial branch under the Trial Court Facilities Act of 2002,<sup>5</sup> the Judicial Council faced a myriad of requests from courts for short-term uses of court facilities by third parties and related issues regarding matters such as insurance liability, licensing, fees, and approvals. The Court Facilities Use Working Group was formed in May 2009 to address these concerns. With input from pertinent stakeholders, the

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<sup>1</sup> Gov. Code, §§ 69204(a) & (b), 70391(a) & (b).

<sup>2</sup> Gov. Code, §§ 69206(a), 70392(a) & (b); see Cal. Rules of Court, rules 10.182, 10.184.

<sup>3</sup> Gov. Code, §§ 69204, 70391; Cal. Rules of Court, rule 10.182(b)(3).

<sup>4</sup> Cal. Rules of Court, rule 10.11(c).

<sup>5</sup> Sen. Bill 1732 (Escutia; Stats. 2002, ch. 1082), codified at Government Code section 70301 et seq.

working group ultimately drafted and issued in August 2010 both an *Interim Policy for Third Party Use of Superior Court Facilities* and a *Court of Appeal Interim Policy for Third Party Use of Court Facilities* (collectively, the Interim Policies). The working group intended that a permanent, council-approved policy would replace the Interim Policies in 2011; however, that did not occur. The Interim Policies are included as Attachment B to this report.

### **Third-party uses**

The Judicial Council has now gained nearly 15 years of experience managing the judicial branch's current portfolio of over 430 trial and appellate court facilities. This portfolio management includes, in consultation with courts, the review and processing of third-party requests to use court facilities. Currently there are approximately 250 agreements for third-party occupancies of court facilities and more than 100 event licenses are typically issued each year.<sup>6</sup> Based on this experience and third parties' extensive use of court facilities, the finalization and adoption of a policy governing third-party uses of court facilities with guidelines reflecting current practices is appropriate.

The Third-Party Use Policy would govern third-party occupancies and third-party events at court facilities. The policy would not govern court users and other members of the public who are merely accessing the branch's public facilities, whether for court business or not.

Third-party *occupancies* of court facilities are generally a long-term or ongoing type of third-party use.<sup>7</sup> Occupancy examples include office space for public entities and nonprofits, self-help and volunteer centers, court cafes, law libraries, and children's waiting areas.

Third-party *events* are generally a short-term type of third-party use or special activity at court facilities.<sup>8</sup> Event examples include community festivals and fairs, private events, professional trainings and workshops unrelated to the administration of justice or issues of branchwide concern, commercial filming, and support/staging areas for offsite activities such as overflow parking.

Additionally, *civics education initiatives* (discussed below) are a specific type of third-party event having an educational or community outreach purpose such as law-based student competitions, field trips, judicial ceremonies, and justice-related educational trainings.<sup>9</sup>

### **Policy development**

The Real Estate Policies Subcommittee held several informational sessions in 2022 and 2023 to review and discuss the development of the Third-Party Use Policy. Additionally, the subcommittee introduced the policy and discussed it at the joint Trial Court Presiding Judges

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<sup>6</sup> This does not count or include unlicensed third-party users and uses.

<sup>7</sup> Third-Party Use Policy § 2.7.

<sup>8</sup> Third-Party Use Policy § 2.6.

<sup>9</sup> Third-Party Use Policy § 2.2.

Advisory Committee and Court Executives Advisory Committee statewide meetings held in January 2023, August 2023, and August 2024. Following a formal invitation-to-comment process, the subcommittee revised the proposed policy to incorporate the input and feedback received. On July 16, 2024, the subcommittee unanimously approved a recommendation to the Executive and Planning Committee to recommend the revised policy for adoption by the council. The Executive and Planning Committee at its meeting on October 10, 2024, approved recommending that the council adopt the draft policy.

### **Applicable third-party uses and policy exclusions**

The Third-Party Use Policy generally would apply to any use of court facilities by a third party. Third parties subject to the policy would include any person, private organization or business, public entity, and nonprofit entity.<sup>10</sup>

Specific exclusions from the Third-Party Use Policy would include:

- Media requests that are governed by rule 1.150 of the California Rules of Court;
- Uses of court facilities by third parties who operate under the Department of Rehabilitation’s Business Enterprise Program or Vending Machine Unit and are subject to specific statutory requirements; and
- Other unique circumstances delineated in the policy requiring special treatment, such as vacant court facilities and capital construction project sites.<sup>11</sup>

The Third-Party Use Policy also would not apply to or govern uses of court facilities by the courts, Judicial Council, or their respective judicial officers, employees, and staff acting in their official capacities for purposes related to the administration of justice and/or court operations. Court operations include a judicial officer acting in their official capacity in their courtroom (e.g., solemnizing a marriage); however, the policy would apply to a third party’s private event related to a court function, such as a reception following marriage or adoption activities at court facilities.<sup>12</sup>

### **Court facilities and nonpublic forums**

The Third-Party Use Policy is intended to capture all components of court facilities that the Judicial Council controls or manages. This includes the court facilities’ surrounding curtilage, rooftops, and parking areas as well as vacant and unimproved parcels.<sup>13</sup> The policy would not apply to the use of properties and portions of buildings that are not under the Judicial Council’s control as those are outside the Judicial Council’s purview and responsibility.<sup>14</sup>

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<sup>10</sup> Third-Party Use Policy § 2.8.

<sup>11</sup> Third-Party Use Policy § 9.

<sup>12</sup> Third-Party Use Policy § 9.1.1.

<sup>13</sup> Third-Party Use Policy § 2.4.

<sup>14</sup> Third-Party Use Policy §§ 2.4, 3.1.2, 9.2.

The use of court facilities for unlicensed expressive activities that are not formally approved by the Judicial Council in accordance with the Third-Party Use Policy (e.g., unannounced protests and rallies) would be distinct from permissible third-party events under the proposed policy. This is because, unlike other public facilities such as city halls and schools, court facilities are considered nonpublic forums by the United States Supreme Court. Thus, court facilities are not “traditionally held open for the use of the public for expressive activities,” such as free speech demonstrations, and courts may regulate such activities in court facilities or on their curtilage.<sup>15</sup> Accordingly, it is important that third-party uses of court facilities preserve the neutrality of courts as a forum free of actual or perceived partiality and free of any appearance of bias, prejudice, or favoritism.<sup>16</sup>

Under the Third-Party Use Policy, the third-party use of court facilities for the placement of telecommunications and other equipment (e.g., antennas, cabling, batteries) would be permitted only in those cases that are absolutely necessary or critical for public welfare or that support court operations.<sup>17</sup> The policy also describes the circumstances under which a third party could utilize court facilities for commercial filming purposes<sup>18</sup> (i.e., commercial filming activities other than and excluding those that are governed by rule 1.150 of the California Rules of Court<sup>19</sup> or that are ancillary/incidental to an otherwise permissible third-party use such as recording a student moot court competition<sup>20</sup>).

#### **Administration of third-party uses**

The Administrative Director, or their designee, would be responsible for overseeing and implementing the Third-Party Use Policy.<sup>21</sup> Judicial Council staff accordingly would be responsible for collaborating with a court’s designated representative when coordinating and contracting with third-party users; determining, implementing, and enforcing all terms and conditions of the third party’s agreement; and assessing and collecting all corresponding fees where applicable.<sup>22</sup>

The courts would be responsible for overseeing third parties’ day-to-day use of court facilities with Judicial Council staff’s support.<sup>23</sup> A court’s designated representative would be the primary point of contact for the Judicial Council’s review and approval of all third-party requests, and

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<sup>15</sup> *United States v. Grace* (1983) 461 U.S. 171, 178; see *Comfort v. MacLaughlin* (C.D.Cal. 2006) 473 F.Supp.2d 1026, 1028.

<sup>16</sup> Third-Party Use Policy §§ 1.1, 6.1.5.

<sup>17</sup> Third-Party Use Policy § 6.2.

<sup>18</sup> Third-Party Use Policy § 6.3.

<sup>19</sup> Third-Party Use Policy §§ 6.3.1, 9.1.2.

<sup>20</sup> Third-Party Use Policy § 6.3.3.

<sup>21</sup> Third-Party Use Policy § 3.1.7.

<sup>22</sup> Third-Party Use Policy §§ 3.1.8, 3.1.9.

<sup>23</sup> Third-Party Use Policy § 3.2.4.

would contact Judicial Council staff for assistance with requests, applications, agreement enforcement, and any other aspects of a third party's use of court facilities.<sup>24</sup>

The Third-Party Use Policy delineates the application process<sup>25</sup> and approval requirements<sup>26</sup> used in evaluating requested uses. Except for civics education initiatives, all third-party requests for the use of court facilities would be submitted to Judicial Council staff via the application prepared by the Judicial Council.<sup>27</sup>

### **Civics education initiatives**

The most notable feedback from the invitation-to-comment process was court concern regarding the Third-Party Use Policy's impact on judicial participation in community outreach and educational activities. The proposed policy was consequently revised to include express provisions, limit administrative burdens, and maintain flexibility for the courts with respect to civics education initiatives involving third parties.

The Third-Party Use Policy acknowledges that “[j]udicial participation in community outreach activities are considered an official judicial function to promote public understanding of and confidence in the administration of justice.”<sup>28</sup> Encouraged outreach activities of the judiciary include developing “local education programs for the public designed to increase public understanding of the court system” and taking “an active part in the life of the community where the participation of the judiciary will serve to increase public understanding and promote public confidence in the integrity of the court system.”<sup>29</sup>

### ***Civics education initiative (CEI) events***

To address court feedback, the proposed policy includes a specific category of events for civics education initiatives. The civics education initiative provisions are intended to provide the courts with a simplified process for certain events the courts identified related to education and outreach.<sup>30</sup> Under the policy, civics education initiatives include the following specific types of third-party events:

- Mock trial, moot court, and other law-based competitions;
- Courthouse field trips and tours;
- Legal/judicial ceremonial functions; and

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<sup>24</sup> Third-Party Use Policy §§ 3.2.2, 3.2.3.

<sup>25</sup> Third-Party Use Policy § 5.

<sup>26</sup> Third-Party Use Policy § 6.

<sup>27</sup> Third-Party Use Policy §§ 5.1–5.3.

<sup>28</sup> Cal. Stds. Jud. Admin., std. 10.5; Third-Party Use Policy § 4.1.

<sup>29</sup> Cal. Stds. Jud. Admin., std. 10.5; Third-Party Use Policy § 4.1.

<sup>30</sup> Third-Party Use Policy § 4.

- Trainings or educational workshops and symposiums regarding the administration of justice and issues of branchwide concern.<sup>31</sup>

Civics education initiatives promote a basic understanding of and public confidence in the administration of justice, the courts, the judicial branch, and issues of branchwide concern. Events in this category therefore are intended to broaden and facilitate access to, understanding of, and trust in court-connected programs and services for all persons and entities served by the judicial branch.<sup>32</sup> Civics education initiatives are meant to build strong working relationships with communities, law and justice system partners, and other state and local leaders.<sup>33</sup> It is accordingly appropriate for courts to conduct civics education initiatives at court facilities.<sup>34</sup>

No fee would be assessed on a third party for the use of court facilities for a civics education initiative. Similar to all third-party uses, the third party, however, would have to pay or reimburse the court for any costs and expenses (e.g., custodial and security services) incurred for the civics education initiative, as determined by the court and provided for in the policy.<sup>35</sup>

### ***Delegation of responsibilities***

Judicial Council staff may, when appropriate, delegate its responsibilities for the day-to-day operation of a court facility to the court so long as, among other things, the court facility's management is "consistent with the statewide goals and policies of the judicial branch" and facility-related decisions are "made with consideration of operational costs and enhance economical, efficient, and effective court operations."<sup>36</sup> The Third-Party Use Policy would delegate to any court interested in doing so the ability to oversee, manage, and administer the use of court facilities specifically for civics education initiatives.<sup>37</sup> This would support and further the principles related to civics education initiatives because courts could implement their own process and be better able to encourage these types of events.

A court that desires to handle CEI events on its own may implement its own application and/or review process consistent with the policy's standards.<sup>38</sup> In that case, the court and third party are not required to go through the process or obtain the Judicial Council staff's approval that would

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<sup>31</sup> Third-Party Use Policy § 2.2.

<sup>32</sup> *Ibid.*

<sup>33</sup> Civics education initiatives that may or may not be sponsored/cosponsored by a court typically involve collaborating with justice system partners; other branches of local, state, and federal government; primary and secondary schools; universities, colleges, and law schools; local, state, and specialty bar associations; and local civic, educational, business, and charitable groups that have an interest in understanding the court system without espousing a particular political agenda.

<sup>34</sup> Third-Party Use Policy § 4.2.

<sup>35</sup> Third-Party Use Policy §§ 4.4.4, 8.2.4, 8.3.

<sup>36</sup> Cal. Rules of Court, rules 10.182, 10.184; Gov. Code, § 70392(e).

<sup>37</sup> Third-Party Use Policy §§ 4.3, 4.4.

<sup>38</sup> Third-Party Use Policy § 4.4.1.

otherwise be required with non-CEI event requests.<sup>39</sup> A court still may request Judicial Council staff to assist with any aspect of a third party's request to use court facilities for a civics education initiative; alternatively, a court may instead elect to utilize the Judicial Council's standard process otherwise described in the policy for civics education initiatives.<sup>40</sup>

### ***CEI template agreement and reporting***

Judicial Council staff would provide the courts with a template form of agreement for the courts' use with CEI events.<sup>41</sup> The template agreement must be entered into prior to the use's commencement.<sup>42</sup> The template agreement includes terms for the third party to provide the industry-standard insurance coverages that are necessary and appropriate for the circumstances. Judicial Council staff can address any concerns with a third party's ability to enter into the agreement or provide the required insurance on a case-by-case basis. For courts' ease of use, the template agreement for CEI events is set up for use with multiple or reoccurring requests by a single third party.<sup>43</sup>

To ensure proper data tracking and that branch needs are being served, courts would report annually to Judicial Council staff on all civics education initiatives involving third parties during the prior year. Courts would not be required to provide copies of the fully executed agreements or the third party's certificates of insurances to Judicial Council staff for each CEI event, except when specifically requested.<sup>44</sup>

### **Fee structure and assessment**

The Third-Party Use Policy provides for Judicial Council staff's establishment of a fee structure for third-party uses with consideration of the use, user, and market location along with the court's needs. The fee structure would be developed in a manner that supports the operations of the judiciary, courts, and Judicial Council through the equitable, effective, and efficient assessment of fees on third-party uses as well as the prudent expenditure of resources.<sup>45</sup>

Third-party occupancies of court facilities that support court operations and events that relate to the administration of justice (including civics education initiatives) would not be assessed a fee. Public and nonprofit entities' occupancies of court facilities that do not support court operations (e.g., a county department's use of office space in a courthouse out of convenience but unrelated

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<sup>39</sup> Third-Party Use Policy § 4.4.2.

<sup>40</sup> Third-Party Use Policy § 4.3.

<sup>41</sup> A sample draft of the template agreement for CEI events is included as Attachment H to this report.

<sup>42</sup> Third-Party Use Policy § 4.4.3.

<sup>43</sup> Third-Party Use Policy § 4.4.5.

<sup>44</sup> Third-Party Use Policy § 4.4.7.

<sup>45</sup> Third-Party Use Policy § 8.1. A draft of the fee schedule for third-party uses of court facilities is included as Attachment D to this report.



to court business) would be assessed a reduced rate.<sup>46</sup> All third-party users would be responsible for paying or reimbursing the court or Judicial Council, as applicable, for any costs and expenses (e.g., custodial and security services) incurred for the use of the court facilities.<sup>47</sup>

### **Resource materials**

As part of the implementation of the Third-Party Use Policy, additional resource materials would be made available to assist the courts and public, including:

- *Application for Third-Party Uses of Court Facilities* (Attachment C);
- Third-Party Use Fee Schedule (Attachment D);
- *Third-Party Uses of Court Facilities: Frequently Asked Questions* (Attachment E); and
- Forms of License Agreement:
  - *Revocable, Non-Exclusive License for the Use of Real Property*, for third-party occupancies (Attachment F);
  - *Revocable, Non-Exclusive License for the Short-Term or Special Use of Real Property*, for third-party events (Attachment G);
  - *License for the Special Use of Court Facilities for Civics Education Initiative Event*, for courts' use with third-party civics education initiatives (Attachment H).

### **Policy implications**

The Third-Party Use Policy's development necessitated a balancing of the various aspects of third parties' uses of court facilities. These aspects ranged from protecting court facilities' designation as nonpublic forums to outreach and educational programs being official judicial functions critical to promoting public understanding of and confidence in the administration of justice.

The key consideration was the utilization of the judicial branch's property portfolio in a manner that best supports the needs of the courts and the public. Relying on the lessons learned since the Interim Policies, the Real Estate Policies Subcommittee accordingly weighed these concepts against the need for practices that would be in the judicial branch's best interests. These interests included protecting the judicial branch from liability, risk, and damage as well as ensuring the prudent and efficient expenditure of resources. Also considered was the establishment of consistent standards for the approval, oversight, and management of third-party uses along with any corresponding administrative burdens.

Ultimately, the Third-Party Use Policy strives to serve the needs of the courts and the public while providing for the best use of both court facilities and judicial branch resources.

### **Comments**

The Executive and Planning Committee circulated the Third-Party Use Policy for public comment from August 24 to October 16, 2023, and received four comments. Comments were

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<sup>46</sup> Third-Party Use Policy § 8.2.4; see the draft fee schedule included as Attachment D to this report.

<sup>47</sup> Third-Party Use Policy §§ 4.4, 8.3.

submitted by the Joint Rules Subcommittee of the Trial Court Presiding Judges Advisory Committee and Court Executives Advisory Committee; the court executive officers of 45 superior courts; a superior court’s assistant court executive officer; and a superior court’s risk and safety administrator. The Real Estate Policies Subcommittee revised the proposal in response to the comments. The comments and responses are available in the attached comment chart at pages 12–27 of this report. Additionally, the Third-Party Use Policy was introduced and presented at each of the joint Trial Court Presiding Judges Advisory Committee and Court Executives Advisory Committee statewide meetings held in January 2023, August 2023, and August 2024.

The comments indicated general agreement with the policy with certain modifications. For instance, the Joint Rules Subcommittee concluded that the “draft policy appropriately establishes rules surrounding third-party use of court facilities” and “the proposal should be implemented because uniform rules for the third-party use of court facilities are necessary to promote consistency and fairness across courts.”

The central and most common concern raised was that the proposed policy would be an expansion over the Interim Policies’ handling of third-party uses that were “sponsored” by a court. Under the Interim Policies, all activities or events relating to the administration of justice that were court sponsored were exempted entirely from the Interim Policies’ requirements.<sup>48</sup> Sponsored third-party uses consequently had significant flexibility. As a result, court-sponsored events were not required to be pursuant to a written agreement with the third party, to have the appropriate insurance coverage in place, or to be reported to the Judicial Council.<sup>49</sup>

A previously circulated draft of the Third-Party Use Policy proposed treating all court-sponsored events in the same way as other third-party events in order to mitigate potential liability and maintain consistent practices. In response, commenters noted that the policy sought to mandate court procedures that should be permissive or discretionary for courts with respect to these court-sponsored events.

In place of either maintaining the Interim Policies’ treatment of court-sponsored events or requiring every court-sponsored event to go through the standard Judicial Council staff review process, the Real Estate Policies Subcommittee elected to revise the Third-Party Use Policy to provide courts with more discretion and direct involvement over the specific, regularly sponsored educational and outreach events with which courts reported having concerns. This modification was accomplished through the addition of provisions for civics education initiatives described above. The corresponding delegation to the courts for the handling of CEI events under the courts’ own processes addresses the courts’ need for greater flexibility in this area.<sup>50</sup>

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<sup>48</sup> See § 2(B) of the Interim Policies in Attachment B to this report.

<sup>49</sup> *Id.* (indicating in a footnote only that the “court should consult with [Judicial Council staff] about operational costs and liability insurance for court-sponsored or cosponsored activities or events”).

<sup>50</sup> Third-Party Use Policy § 4.4.

The result is policy that would sufficiently serve the courts' needs while maintaining appropriate risk protections and consistent procedures for third-party uses.

### **Alternatives considered**

The committee considered continuing to operate under the Interim Policies but determined that adoption of the Third-Party Use Policy would help avoid or reduce the potential for risk, damage, and loss to the judicial branch from third-party uses of court facilities. The policy would also better provide for the efficient expenditure of judicial branch resources, funding, and staff time.

### **Fiscal and Operational Impacts**

There would be no costs associated with the implementation of the policy. There would be potential for program-wide savings and increased revenue through the establishment of consistent practices as well as the possible mitigation of liability.

Courts and Judicial Council staff may experience additional administrative work to implement practices that comply with the policy. Nevertheless, in addition to the resource materials discussed in this report, Judicial Council staff can aid the courts and the public with questions or other assistance required to effectuate third-party uses of court facilities. Third parties including justice partners also are expected to experience a more efficient, better administered program for their requests.

### **Attachments and Links**

1. Chart of comments, at pages 12–27
2. Attachment A: *Policy for Third-Party Uses of Court Facilities*
3. Attachment B: Interim Policies for Third Party Use of Superior Court and Court of Appeal Facilities
4. Attachment C: *Application for Third-Party Uses of Court Facilities*
5. Attachment D: Third-Party Use Fee Schedule
6. Attachment E: *Third-Party Uses of Court Facilities: Frequently Asked Questions*
7. Attachment F: Form of License Agreement for Third-Party Occupancies
8. Attachment G: Form of License Agreement for Third-Party Events
9. Attachment H: Form of License Agreement for Civics Education Initiative Events

**Court Facilities: Policy for Third-Party Uses of Court Facilities**

All comments are verbatim unless indicated by an asterisk (\*).

	<b>Commenter</b>	<b>Comment</b>	<b>Response</b>
1.	Trial Court Presiding Judges Advisory Committee (TCPJAC) and the Court Executives Advisory Committee (CEAC) by the TCPJAC/CEAC Joint Rules Subcommittee (JRS)	<p><b>JRS Position: Agree with proposed changes if modified.</b></p> <p>As the policy is currently drafted, the JRS notes the following impact to court operations:</p> <ul style="list-style-type: none"> <li>• Increases court staff workload by applying this policy to activities that are not subject to the current interim policy, thereby creating new administrative work for such activities.</li> <li>• Changes the responsibilities of presiding judges and CEOs by removing existing authority related to hosting court visits/events and approving/denying media requests.</li> <li>• Impact on local or statewide justice partners in the form of potentially reduced collaboration on outreach activities due to new administrative barriers.</li> </ul> <p>The JRS also notes the following:</p> <ul style="list-style-type: none"> <li>• If modified, the proposal should be implemented because uniform rules for the third-party use of court facilities are necessary to promote consistency and fairness across courts.</li> <li>• The proposal seeks to mandate court procedures that, instead, should be permissive/discretionary for courts as it relates to short-term and court cosponsored events.</li> </ul> <p><b>Comments and Suggested Modifications</b></p> <p>The Joint Rules Subcommittee appreciates the work of the Real Estate Policies Subcommittee in proposing a Policy for Third-Party Use of Court Facilities. The draft policy appropriately establishes rules surrounding third-party use of court facilities.</p>	<p>The Executive and Planning Committee (the Executive Committee) appreciates the comments from JRS and revised the proposal to address some of the points raised by JRS. Please see the revised proposed policy and below responses to specific comments and suggestions.</p>

**Court Facilities: Policy for Third-Party Uses of Court Facilities**

All comments are verbatim unless indicated by an asterisk (\*).

	Commenter	Comment	Response
		<p>Simultaneously, the draft policy serves as an expansion over the existing interim policy in a manner that conflicts with current Judicial Branch goals related to access and outreach.</p> <p>Specifically, the proposed language to apply the policy to court-sponsored events, which are conducted frequently by courts in relation to civics education initiatives and other important community outreach efforts, risks reducing or inhibiting such events. The potential effect is reduced public trust and confidence in our courts at a time when the Judicial Branch should be working to increase it.</p> <p>In response to that concern and other identified concerns with the draft policy, the Subcommittee has identified the following sections for revision:</p>	<p>The Executive Committee appreciates, and has revised the proposed policy in response to, the comments from JRS. Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8 along with the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4, 8.2.4).</p>
		<p>1. Section 2.5 [2.6]<sup>1</sup> - The definition of event is overbroad and should not include activities for which a court hosts individuals for a short duration for an educational or community outreach purpose. That includes all tours and field trips and may include trainings, ceremonies, and the other types of activities currently listed if they are put on by the Court. The manner in which members of the public use court facilities for such activities is substantially similar to how members of the public use court facilities when appearing for court hearings or to access court services, which are not governed by this policy.</p>	<p>Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8. The proposed policy was modified to revise the definitions (§§ 2.2, 2.6) and insert provisions on civics education initiatives (§ 4).</p>
		<p>2. Section 3 - The Judicial Council should consider including language regarding county-owned, closed courthouses in Section 3 (“Roles and Responsibilities”) of the Policy. The Judicial Council should coordinate with local</p>	<p>The Executive Committee declines to make the suggested revision because it is outside the scope of this proposal in that the suggested revision involves the use of facilities that are not under the Judicial Council’s control.</p>

<sup>1</sup> Due to revisions after the invitation-to-comment process, the committee renumbered sections of the proposed policy. Brackets are used to indicate the revised proposed policy section number.

**Court Facilities: Policy for Third-Party Uses of Court Facilities**

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	Commenter	Comment	Response
		government real estate agencies when a request is made for the use of closed facilities.	
		They should also coordinate access to the facilities when the third party makes a request to scout the building.	The Executive Committee declines to make the suggested revision because, except in certain circumstances, third-party requests to scout court facilities in advance of and for the purpose of a third-party use (e.g., commercial filming) are handled as a normal short-term use of the court facilities (i.e., an event) under the proposed policy.
		Finally, the Judicial Council should contract with local government agencies to oversee events in county-owned buildings.	The Executive Committee declines to make the suggested revision because the proposed policy would govern only the third-party use of court facilities under the Judicial Council’s control, and does not pertain to a third party’s use of any other entities’ facilities.
		3. Section 3.1.10 - In alignment with the language in section 3.2.5, language should be added to this section to require the Judicial Council to work in collaboration with the court before terminating a third-party use.	Section 3.1.10 has been revised to clarify that any determination to exercise the Judicial Council’s right to terminate a third-party use will be made in coordination with the court.
		4. Section 3.2.4 - The language “the court representative must also promptly direct all third parties using court facilities to Judicial Council staff with respect to all inquiries concerning the use of court facilities” overlooks how Judicial Council staff are neither always available nor do they have the requisite knowledge to address all such inquiries since court staff manage both the facilities and events day-to-day. This language should specifically state what types of inquiries should be directed to Judicial Council staff as it cannot be practically implemented in its current form.	The Executive Committee declines to make the suggested revision because Judicial Council staff have the responsibility to “provide the ongoing oversight, management, operation, and maintenance” of trial court facilities, and to “[c]arry out the Judicial Council’s policies with regard to” trial court and appellate court facilities. (Gov. Code, §§ 69206(a), 70392(a) & (b); see Cal. Rules of Court, rules 10.182, 10.184.) Thus, unless the responsibility is delegated to the court such as the proposed policy does with civics education initiative events in section 4, all third-party inquiries are Judicial Council staff’s responsibility to address and delineating specific inquiries is not required.
		5. Section 4.1 [5.1] - Given how sections 4.4 [5.4] and 4.5 [5.5] already require court involvement in application review and court approval before use is authorized, it would	If a third party submits its application directly to the Judicial Council, Judicial Council staff will promptly notify the applicable court (§ 5.1); if a third party instead submits an

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	Commenter	Comment	Response
		<p>be more practical for applications to be submitted to the court prior to the Judicial Council. This could stand to reduce the number of applications the Judicial Council must review. At minimum, it is crucial that courts be made aware of an application simultaneously with the Judicial Council as planning occurs entirely between the court and requesting party and often requires advance notice.</p>	<p>application to the court, the court needs to direct the third party/application to Judicial Council staff for timely processing (§ 5.3). In either case, both the Judicial Council and the court will be aware of the request.</p> <p>Notwithstanding the foregoing, please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8 along with the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4).</p>
		<p>6. Section 4.7 [5.7] - It is not practical to require submission of requests 45 days in advance for single day and short-term activities. Doing so would effectively result in outreach and educational events not happening. A shorter review period, such as 14 days, should be adopted for such activities if they remain subject to the final version of this policy.</p>	<p>The Executive Committee revised the proposed policy to provide courts with greater flexibility and control over outreach and educational events. Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8 along with the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4).</p>
		<p>7. Section 5.2.1 [deleted] - This section is overbroad given the inclusion of events cosponsored by a court. The policy should not apply to court cosponsored events. [Paragraphs inserted.]</p>	<p>The Executive Committee revised the proposed policy to provide courts with greater flexibility and control over outreach and educational events. Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8 along with the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4).</p>
		<p>Further, cosponsored events should not be subject to fees that are distinct from costs a court should be reimbursed for, which should be explicitly stated in this policy.</p>	<p>Civics education initiative events would not be assessed a fee (§§ 4.4.4, 8.2.4).</p>

**Court Facilities: Policy for Third-Party Uses of Court Facilities**

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	Commenter	Comment	Response
		<p>8. Section 5.4.1 [6.3.1] - CRC, rule 1.150 can be applied to filming by the media in other parts of and outside court facilities, not just within courtrooms during court proceedings. The words “specifically to film court proceedings” should be removed from the last sentence of this section to appropriately clarify that this policy does not apply to media requests, which are governed locally by a court through judges and the CEO. [Paragraphs inserted.]</p>	<p>The Executive Committee declines to make the suggested revision because section 6.3.1 addresses commercial filming requests and it is appropriate to clarify that media requests to film (including photographing, recording, and broadcasting) court proceedings governed by rule 1.150 of the California Rules of Court are not considered commercial filming under the proposed policy. Rule 1.150 provides that “[p]hotographing, recording, and broadcasting <i>of courtroom proceedings</i> may be permitted as circumscribed in this rule if executed in a manner that ensures that the fairness and dignity of the proceedings are not adversely affected” and defines the term “media coverage” as “any photographing, recording, or broadcasting <i>of court proceedings</i> by the media using television, radio, photographic, or recording equipment.” (Cal. Rules of Court, rule 1.150(a), (b)(1) [emphasis added].)</p>
		<p>It would also be helpful if further specificity is added to this section to indicate if, in addition to “not-for-profit entities,” education and government entity requests for filming (ex. school outreach event) may also be considered commercial filming.</p>	<p>Section 6.3.1 has been revised to clarify that a public entity’s request for filming at court facilities may be classified as commercial filming.</p>
		<p>9. Section 7.5 [8.5] - Since a specific fee structure has not been released for comment, the policy should explicitly exempt education and government entities from fees that are distinct from costs a court should be reimbursed for. This would be consistent with the Judicial Branch's efforts to promote open and accessible courts through educational and community outreach efforts.</p>	<p>Third-party uses for occupancies of court facilities that support court operations, for CEI events, and for other events relating to the administration of justice would not be subject to or assessed a use fee. Public/non-profit entity uses that do not support court operations would be subject to a reduced fee. See the Third-Party Use Fee Schedules included as Attachment D to the report for more details.</p>
		<p>10. Section 8.1.2 [9.1.2] - CRC, rule 1.150 can be applied to filming by the media in other parts of and outside court facilities, not just within courtrooms during court proceedings. The words “to film court proceedings” should be removed from this section to appropriately clarify that this</p>	<p>The Executive Committee revised the proposed policy as suggested for other reasons. Section 9 states broad exclusions to the policy. Specifically, rule 1.150 of the California Rules of Court, which relates to media requests concerning court proceedings, takes priority over the policy.</p>



**Court Facilities: Policy for Third-Party Uses of Court Facilities**

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	<b>Commenter</b>	<b>Comment</b>	<b>Response</b>
		policy does not apply to media requests, which are governed locally by a court through judges and the CEO.	
		Thank you for your work on this important policy and for your consideration of these comments.	
	<b>Commenter</b>	<b>Comment</b>	<b>Response</b>
2.	45 Court Executive Officers <sup>1</sup> by Sarah Hodgson, Chief Deputy of Legal Services / General Counsel, Superior Court of California, County of Riverside	<p>Thank you for the opportunity to respond. The attached comment is made on behalf of all those individuals and entities listed in the attached PDF. The Riverside Superior Court is facilitating transmission of this comment on behalf of all signatories.</p> <p>We, the undersigned Superior Courts, and respective Court Executive Officers, appreciate the opportunity to submit comments regarding the Council’s proposed Policy for Third-Party Uses of Court Facilities.</p> <p>The Council’s analysis states the proposed policy “reflect[s] current practices.” However, the proposed policy is significantly broader than the existing interim policy (2010).</p> <p>We are particularly concerned with Section 5.2 [deleted], “Requests for Court-Sponsored Events” and request that the Executive and Planning Committee reconsider the proposed policy’s treatment of court co-sponsored events and activities.</p> <p>It is more appropriate and in the best interest of the judicial branch that such events and activities receive the same treatment as court-sponsored events, which are not subject to the proposed policy.</p>	The Executive Committee appreciates, and has revised the proposed policy in response to these commenters. Please see the above responses, the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8, and the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4, 8.2.4).

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	Commenter	Comment	Response
		<p>Alternatively, the Executive and Planning Committee should consider a more narrowly tailored policy change to address specific and unique risks associated with court co-sponsored events and activities.</p> <p>As drafted under the proposed policy, paragraph 5.2.1 [deleted], co-sponsored activities and events would be newly subject to the same licensing requirements that apply to third-party use without court involvement. This change would create barriers and increase friction to courts engaging in many common forms of collaborative community outreach.</p> <p>The interim policy (2010) specifically does not apply to “[c]ourt-sponsored or cosponsored activities or events related to the administration of justice” and “[u]ses by judicial officers or employees” – meaning these are not currently subject to the Council’s facility application, licensing, and fee schema.</p> <p>Continuing to maintain co-sponsored events and activities as distinct from exclusive third-party use would be consistent with the spirit of many Recommended Best Practices as defined in The Strategic Plan for California’s Judicial Branch (2019 – 2025) and as shown below:</p> <p><b>Goal I: Access, Fairness, Diversity, and Inclusion (“Recommended Best Practices”)</b></p> <p>2. Broaden and facilitate access to, understanding of, and trust and confidence in the judicial branch and court-connected programs and services for all persons and entities served by the judicial branch.</p> <p>5. Work with justice system partners to increase access to legal assistance.</p>	

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	Commenter	Comment	Response
		<p>6. Collaborate with other branches of government and justice system partners to identify, recruit, and retain highly qualified appellate court justices, trial court judges, commissioners, referees, and other members of the judicial branch workforce, who reflect the state’s diversity.</p> <p>7. Collaborate with law schools, the State Bar, local bar associations, and specialty bars to achieve greater diversity in the legal profession.</p> <p>10. Implement, enhance, and expand multilingual and culturally and socially responsive programs, including educational programming, self-help centers, and interpreter services.</p> <p><b>Goal II: Independence and Accountability (“Recommended Best Practices”)</b></p> <p>7. Promote a basic understanding of the courts, the judicial branch, and issues of branchwide concern to other government branches and representatives, legal and educational communities, community groups, and the general public.</p> <p>9. Work collaboratively with state and local executive and legislative branches, as well as the legal community, to promote and protect the independence of the judicial branch.</p> <p><b>Goal IV. Quality of Justice and Service to the Public (“Recommended Best Practices”)</b></p>	

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	Commenter	Comment	Response
		<p>1. Maintain a branchwide culture that fosters excellence in public service by building strong working relationships with communities, law and justice system partners, and other state and local leaders.</p> <p>3. Provide services that meet the needs of all court users and that promote social and cultural sensitivity and inclusion, and a better understanding of court orders, procedures, and processes.</p> <p>8. Collaborate with justice system partners and community stakeholders to identify and promote programs that further the interests of all court users.</p> <p>The common thread linking all the preceding Recommended Best Practices is a recognition that courts cannot and should not do their work alone; public trust and confidence requires community involvement. The same is true for community outreach activities, which are more effective when stakeholders are involved in the planning and development process.</p> <p>That involvement is more achievable when it is easier for the court to effectively and responsibly facilitate, co-host, or co-sponsor events in Council-owned court facilities without the addition of onerous facilities application and licensing requirements.</p> <p>The proposed policy will create new administrative burdens for courts and require additional support staff to coordinate facility use applications and licensing related to long-standing activities and events already occurring in Council-owned court facilities. In many instances, this will create an</p>	

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	Commenter	Comment	Response
		<p>additional staff workload and cost that is not required under the current interim policy.</p> <p>We appreciate the Council’s concern regarding potential liabilities related to co-sponsored events.</p> <p>The Judicial Council has recognized community outreach and involvement as a core function of the courts since April 1999, when it adopted Standards of Judicial Administration, Standard 10.5 (originally Section 39).</p> <p>The branch’s existing insurance policies should therefore contemplate co-sponsored activities and events as these are inherent to the court’s outreach efforts.</p> <p>That co-sponsored events and activities were specifically excluded from the Council’s interim policy adopted in 2010 confirms they are not a new phenomenon or emergent risk.</p> <p>Inclusion of potential liability in exiting insurance coverage should eliminate the need to individually authorize co-sponsored events or treat them synonymously with true third-party uses, which merit greater scrutiny.</p> <p>To the extent there are specific scenarios or risks which this policy is intended to address, a change in policy should be as narrowly tailored to those risks as reasonably practicable. This approach would maintain appropriate local court flexibility in community outreach and stakeholder engagement efforts while contemplating known risk scenarios.</p> <p>[45 undersigned Court Executive Officers]</p>	

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	Commenter	Comment	Response
		<p>Appendix: Recommended Revision</p> <p><b>5.2 Request for Court Sponsored-Events</b></p> <p><del>5.2.1</del> Events involving a third party hosting, sponsoring, or putting on the activity jointly with or cosponsored by a court at the court’s facilities (regardless of whether the event relates to the administration of justice) will be treated as third-party requests for the use of court facilities. The third party involved in court cosponsored events will be subject to the same requirements as other third-party events (i.e., application, agreement, fees, insurance, etc.) as if the court were not involved.</p> <p><b>5.2.21</b> Events sponsored or cosponsored by a court that entail a court’s use of its own court facilities for activities specifically relating to (i) court operations or (ii) the administration of justice without the involvement of a third party (regardless of a third party’s incidental/ancillary attendance, participation, or presentation at such events) are outside the scope of and not subject to this policy; unlike court cosponsored events, no application or agreement is necessary for such court-sponsored or cosponsored events.</p>	

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	Commenter	Comment	Response
3.	<p>Superior Court of California, County of San Bernardino by Dennis B. Smith, Risk and Safety Administrator</p>	<p>The Superior Court County of San Bernardino respects the JCC has Governing authority over all State owned Court buildings and therefore may set polices which impact those facilities and their uses.</p> <p>We agree with the proposed policy for long term uses by contractual tenants such as the Court Cafe.</p> <p>We have concerns where the JCC is proposing for short term intermittent use all applications must be submitted to the JCC for approval (page 4 section 4 [5] - Application Process).</p> <p>The JCC is requiring all 3rd party applicants to submit an application <i>“at least 45 days in advance. The JCC is not expected to approve any application not submitted at least 45 days in advance.”</i> (Page 4 section 4.7 [5.7]). Most of 3rd party applications we receive are for training opportunities from our local justice partners, District Attorney, Public Defender, San Bernardino Bar Association, Sheriff Academy, local law colleges and high schools. The vast majority of these applications are received within days or a week or two of the requested event. The local Court was always able to accommodate our local Justice partners in keeping with a mutually beneficial harmonious working relationship. The suggested changes do not align with the Judicial branches best practices to work collaboratively with state and local executive and legislative branches, as well as the legal community, to promote and protect the independence of the judicial branch.</p>	<p>The Executive Committee appreciates, and has revised the proposed policy in response to, the comments from the Superior Court of California, County of San Bernardino. Please see the above responses, the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8, and the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4, 8.2.4).</p>

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	Commenter	Comment	Response
		<p>The proposed policy still requires local approval but requires JCC authorization “<i>at least 45 days in advance</i>” to process the application. This is neither practical nor achievable. These changes create unnecessary barriers to the collaboration we have with local community justice partners.</p>	<p>Section 5.7 of the policy provides that a third party requesting the use of court facilities (other than civics education initiatives events as noted above) must <i>submit</i> an application to Judicial Council staff at least 45 days before the use’s commencement in order to be timely processed, not that Judicial Council staff needs to have <i>approved</i> the application 45 days in advance and then process it. Regardless, section 5.7 of the policy clarifies that “Judicial Council staff will endeavor to process applications as expeditiously as practicable including entering into the corresponding agreement if approved” and that “any extenuating circumstances of a late submission may be considered and accommodated whenever and to the extent reasonably feasible in Judicial Council staff’s discretion.” Under the revisions to the policy in section 4.4, a court may implement the court’s own application and/or review process consistent with the standards described in the policy for civics education initiative events.</p>
		<p>We respectfully urge the JCC to allow local Courts to retain authority to approve short term intermittent 3rd party applications, without JCC advance approval/review. This will keep in place flexibility and good working relationships with our local justice partners.</p> <p>Alternatively, perhaps consideration can be given to delegating the 3rd party facility use requests and requiring the courts report quarterly requests they have approved and denied as a mechanism to track what courts are doing.</p>	<p>The Executive Committee revised the proposed policy to provide courts with greater flexibility and control over outreach and educational events. Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8 along with the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4).</p>



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	Commenter	Comment	Response
4.	Superior Court of California, County of Santa Cruz by Tara Acevedo, Assistant Court Executive Officer	<p>The Superior Court of Santa Cruz has a few comments regarding the Third-party Use of Court Facilities Policy:</p> <p>1. More information needs to be added on how a court sponsored event is defined.</p> <p>2. Fees: The majority of requests the Superior Court of Santa Cruz receives for third party use are primarily from other government entities like the District Attorney’s Office or non-profits. We are hoping that the fee schedule clearly states what the fees will be for these types of organizations so the court does not have discretionary authority when it comes to fees.</p> <p>3. More information is needed on what the insurance requirements will be for third party use. Will the requirements be the same for government entities, nonprofits, and private parties?</p>	<p>The Executive Committee appreciates, and has revised the proposed policy in response to, the comments from the Superior Court of California, County of Santa Cruz. Please see the above responses, the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8, and the proposed policy’s modifications providing for civics education initiative events and their delegation to the courts (§§ 2.2, 2.6, 4, 8.2.4).</p> <p>Please see the report’s discussion of “Civics education initiatives (CEI)” at pages 6–8. The proposed policy was modified to remove provisions related to events sponsored by a court, to revise the definitions related to events (§§ 2.2, 2.6), and to insert provisions on civics education initiatives (§ 4).</p> <p>Third-party uses for occupancies of court facilities that support court operations, for CEI events, and for other events relating to the administration of justice are not subject to or assessed a use fee. Public/non-profit entity uses that do not support court operations are subject to a reduced fee. See the Third-Party Use Fee Schedules included as Attachment D to the report for more details.</p> <p>The required insurance coverage for a third-party use is dependent on the type of use (not the type of user) and is set in the agreement in Judicial Council staff’s discretion. The CEI License Agreement, for instance, requires the third party to provide the court with evidence of the minimum levels of insurance coverage for the CEI event, which can be issued through an insurance company or self-insurance program (i.e., insurance policies that nearly all public entities and school districts utilize and have available). The FAQ that is part of the resource materials for the policy will provide further clarification and guidance on the insurance</p>

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	Commenter	Comment	Response
			requirements for third-party uses, a copy of which is included as Attachment E to the report.
		<p>4. Popular Scenarios: We are hoping that some real world examples can be added to the policy to address frequent third party requests, such as:</p> <ul style="list-style-type: none"> <li>• Mock Trial</li> <li>• Court Security requests to use court space to train their staff on maintaining safe space in the court facility</li> <li>• Justice Partners like DA, PD and Probation wanting to conduct a collaborative training with the court at a court facility.</li> </ul>	Sections 2.2, 2.6, and 2.7 of the proposed policy provide various examples of third-party occupancies and events. The FAQ that is part of the resource materials for the policy will also provide examples of frequent third-party uses and their handling, a copy of which is included as Attachment E to the report. Generally, the types of uses referenced (i.e., mock trials, and justice partner trainings related to the administration of justice and issues of branch-wide concern) would typically be considered a civics education initiative under the policy.
		One more item: Guidance on how the Third Party Use Policy would apply to union meetings for court staff onsite.	The handling of union meetings for court staff depends on the specific nature of the meeting or event on a case-by-case basis; Judicial Council staff can assist with advising courts as needed.

<sup>1</sup> Chad Finke, Superior Court of California, County of Alameda

Sharif Elmallah, Superior Court of California, County of Butte

Margaret Smith, Superior Court of California, County of Calaveras

Erika Valencia, Superior Court of California, County of Colusa

Shelby Wineinger, Superior Court of California, County of El Dorado

Dawn Annino, Superior Court of California, County of Fresno

Diana Baca, Superior Court of California, County of Glenn

Meara Hattan, Superior Court of California, County of Humboldt

Pam Foster, Superior Court of California, County of Inyo

Tamarah Harber-Pickens, Superior Court of California, County of Kern

Nocona Soboleski, Superior Court of California, County of Kings

Krista LeVier, Superior Court of California, County of Lake

Teresa Stalter, Superior Court of California, County of Lassen

David Slayton, Superior Court of California, County of Los Angeles

Adrienne Calip, Superior Court of California, County of Madera

Kim Turner, Superior Court of California, County of Mendocino

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Amanda Toste, Superior Court of California, County of Merced

Lester Perpall, Superior Court of California, County of Mono

Bob Fleshman, Superior Court of California, County of Napa'

Deborah Norrie, Superior Court of California, County of Plumas

Lee Seale, Superior Court of California, County of Sacramento

Anabel Romero, Superior Court of California, County of San Bernardino

Brandon Riley, Superior Court of California, County of San Francisco

Michael Powell, Superior Court of California, County of San Luis Obispo

Darrel Parker, Superior Court of California, County of Santa Barbara

Melissa Fowler-Bradley, Superior Court of California, County of Shasta

Brian Taylor, Superior Court of California, County of Solano

Hugh Swift, Superior Court of California, County of Stanislaus

Hector Gonzalez, Jr., Superior Court of California, County of Tuolumne

Brenda McCormick, Superior Court of California, County of Ventura

Heather Pugh, Superior Court of California, County of Yuba

Brandy Malcolm, Superior Court of California, County of Modoc

Chris Ruhl, Superior Court of California, County of Monterey

Laila Waheed, Superior Court of California, County of Nevada

Jason B. Galkin, Superior Court of California, County of Riverside

Tarry Singh, Superior Court of California, County of San Benito

Michael Roddy, Superior Court of California, County of San Diego

Stephanie Bohrer, Superior Court of California, County of San Joaquin

Neal Taniguchi, Superior Court of California, County of San Mateo

Sasha Morgan, Superior Court of California, County of Santa Cruz

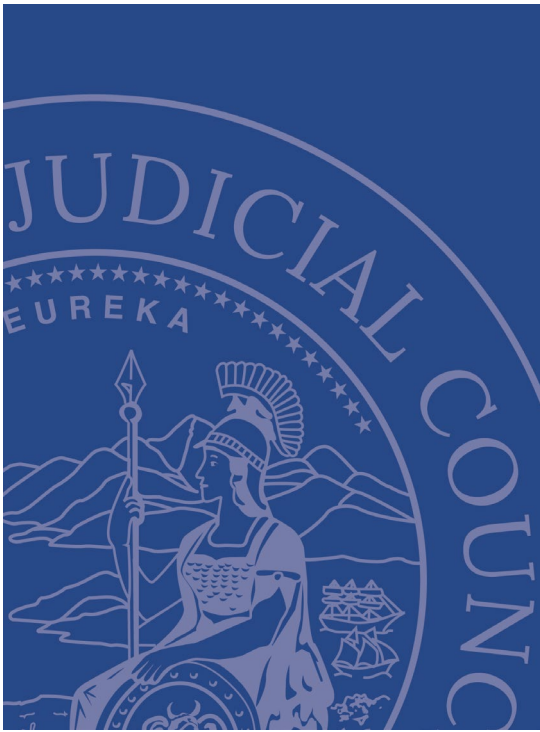
Reneé McCanna Crane, Superior Court of California, County of Siskiyou

Robert Oliver, Superior Court of California, County of Sonoma

Stephanie Hansel, Superior Court of California, County of Sutter

Stephanie Cameron, Superior Court of California, County of Tulare

Shawn Landry, Superior Court of California, County of Yolo



# Policy for Third-Party Uses of Court Facilities

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JANUARY 1, 2025



Judicial Council of California

## Policy for Third-Party Uses of Court Facilities

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### Revision Management

Revision	Chapter	Revision Description	Revision Date
1.0			

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# Policy for Third-Party Uses of Court Facilities

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## 1. Purpose

- 1.1 The purpose of this policy is to establish guidelines for the use of court facilities by third parties including continuous or regularly occurring long-term occupancies, short-term events and activities, and commercial and vendor services.<sup>1</sup> The guidelines established in this policy are intended to serve the needs of the courts, the judicial branch, and the public while providing for the best use of the court facilities and judicial branch resources.

## 2. Definitions

- 2.1 **“Application”** means *Application for Third-Party Uses of Court Facilities* developed by Judicial Council staff.
- 2.2 **“Civics education initiative”** is one of the following specific types of events having an educational or community outreach purpose:
- 2.2.1 Mock trial, moot court, and other law-based competitions;
  - 2.2.2 Courthouse field trips and tours;
  - 2.2.3 Legal/judicial ceremonial functions; and
  - 2.2.4 Trainings or educational workshops and symposiums regarding the administration of justice and issues of branchwide concern.

Civics education initiatives promote a basic understanding of and public confidence in the administration of justice, the courts, the judicial branch, and issues of branchwide concern. Events in this category are intended to broaden and facilitate access to, understanding of, and trust in court-connected programs and services for all persons and entities served by the judicial branch. Civics education initiatives—which may or may not be sponsored/cosponsored by a court—typically involve collaborating with justice system partners; other branches of local, state, and federal government; primary and secondary schools; universities, colleges, and law schools; local, state, and specialty bar associations; and local civic, educational, business, and charitable groups that have an interest in understanding the court system without espousing a particular political agenda.

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<sup>1</sup> The United States Supreme Court has held that court facilities are considered nonpublic forums that are not “traditionally held open for the use of the public for expressive activities,” such as free speech demonstrations, and courts may regulate such activities in court facilities or on their curtilage. (*United States v. Grace* (1983) 461 U.S. 171, 178; see also *Comfort v. MacLaughlin* (C.D.Cal. 2006) 473 F.Supp.2d 1026, 1028.)

## Policy for Third-Party Uses of Court Facilities

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- 2.3** “**Court**” means either the trial or appellate court that occupies and uses the subject court facilities, as applicable.
- 2.4** “**Court facilities**” means all trial and appellate court buildings managed by the Judicial Council or under its control. Court facilities include vacant and unimproved parcels as well as any of the court facilities’ surrounding curtilage, rooftops, and parking areas under the Judicial Council’s control.
- 2.5** “**Court representative**” means the court’s administrative presiding justice, presiding judge, clerk/executive officer, court executive officer, or their authorized designee.
- 2.6** “**Event**” means a special, short-term use of court facilities requested by a third party. A third-party event is of limited duration and may be on a single day or a reoccurring series of days but is typically not more than a total of 14 days. Third-party events include:
- 2.6.1** Civics education initiatives, as defined above; and
  - 2.6.2** Non-civics education initiatives including but not limited to community festivals and fairs, private events, professional trainings and workshops unrelated to the administration of justice or issues of branchwide concern, commercial filming, and support/staging areas for other activities such as overflow parking. Non-civics education initiatives may also include private events otherwise related to a court function (e.g., marriage and adoption activities at court facilities).
- 2.7** “**Occupancy**” means a long-term or ongoing use of court facilities requested by a third party. A third-party occupancy is typically a continuous, regularly occurring, or long-term use of court facilities. Third-party occupancies include but are not limited to public entity or nonprofit entity office space, self-help and volunteer centers, law libraries, and children’s waiting areas.
- 2.8** “**Third party**” means any persons, private entity, agency, public entity, nonprofit entity, law enforcement agency, or group. Third parties do not include the Judicial Council, courts, and their respective judicial officers, employees, and staff acting in their official capacities.

### 3. Roles and Responsibilities

#### 3.1 Judicial Council

- 3.1.1** The Judicial Council has statutory authority and responsibility over court facilities. As the policymaking body for the judicial branch, the Judicial Council adopts policies governing court facilities including the



## Policy for Third-Party Uses of Court Facilities

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oversight of a third party's use of space at, within, or on the buildings and grounds of court facilities.

- 3.1.2** The Judicial Council has the responsibility and authority to “[e]xercise full responsibility, jurisdiction, control, and authority as an owner would have” over trial and appellate court facilities. (Gov. Code, §§ 69204(a) & (b), 70391(a) & (b).)
- 3.1.3** The Judicial Council has the responsibility and authority to “[m]anage court facilities in consultation with the trial courts.” (Gov. Code, § 70391(g).)
- 3.1.4** Judicial Council staff have the responsibility and authority to “provide the ongoing oversight, management, operation, and maintenance” of trial court facilities that have been transferred to the Judicial Council, and to “[c]arry out the Judicial Council’s policies with regard to” trial court and appellate court facilities. (Gov. Code, §§ 69206(a), 70392(a) & (b).)
- 3.1.5** Judicial Council staff are responsible for “[t]aking action on the operation of court facilities, including the day-to-day operation of a building . . . . Judicial Council staff must, in cooperation with the court, perform its responsibilities concerning operation of the court facility to effectively and efficiently support the day-to-day operation of the court system and services of the court.” Judicial Council staff may, when appropriate, delegate said responsibilities to the court so long as, among other things, the court facilities’ management is “consistent with the statewide goals and policies of the judicial branch” and facility-related decisions are “made with consideration of operational costs and enhance economical, efficient, and effective court operations.” (Cal. Rules of Court, rules 10.182, 10.184; Gov. Code, § 70392(e).)
- 3.1.6** The Administrative Director “has sole authority to assign, supervise, and direct staff” of the Judicial Council. (Cal. Rules of Court, Appx. D, Judicial Council Governance Policies § 6.)
- 3.1.7** The Administrative Director, or their designee, is responsible for overseeing and implementing this policy.
- 3.1.8** Judicial Council staff are responsible for determining, implementing, and enforcing all terms and conditions of the agreement for a third party’s use of court facilities including, without limitation, the assessment and collection of all corresponding fees.

## **Policy for Third-Party Uses of Court Facilities**

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**3.1.9** Judicial Council staff is to work in collaboration with the court representative when coordinating and contracting with any third-party user of court facilities.

**3.1.10** The Judicial Council may reserve the right to terminate a third-party use, with or without cause, at any time and include such terms in the third party's agreement for the use of court facilities. All agreements for the use of court facilities subject to bond indebtedness must include a Judicial Council right of termination upon no more than 50 days' prior notice or as otherwise required by the court facilities' applicable bond documents. Any determination to exercise the Judicial Council's termination rights shall be made in coordination with the court.

### **3.2 Courts**

**3.2.1** In accordance with applicable law and Judicial Council policy, a court on its own lacks authority to enter into or manage agreements for any third-party use of court facilities including those uses governed by this policy.

**3.2.2** The court representative will be the primary point of contact on behalf of the court with respect to the Judicial Council's review and approval of third parties' requests for the use of court facilities.

**3.2.3** The court representative must contact Judicial Council staff for assistance with requests, applications, enforcement of the agreement's terms, and any other aspects of a third party's use of court facilities.

**3.2.4** The court is responsible for overseeing third parties' day-to-day usage of court facilities with Judicial Council staff's support. In the event that a third party may not be in compliance with the terms of its agreement, or a third party may be misusing the court facilities, the court representative must immediately notify Judicial Council staff. The court representative must also promptly direct all third parties using court facilities to Judicial Council staff with respect to all inquiries concerning the use of the court facilities, terms of or requested changes to the agreement, alterations and improvements to the court facilities, or other similar matters.

**3.2.5** The court representative must work in collaboration with Judicial Council staff to determine if a third-party use should be terminated in accordance with the terms of the third party's agreement.

**3.3** If a disagreement arises between the Judicial Council and a court with respect to the requirements, application, interpretation, or enforcement of this policy, the Judicial Council and court will attempt first to resolve the

## Policy for Third-Party Uses of Court Facilities

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disagreement at the operating level (i.e., among the Judicial Council's Facilities Services Director and/or Real Estate Manager and the court representative). If the disagreement remains unresolved, the matter will be referred to the court's administrative presiding justice, presiding judge, clerk/executive officer, court executive officer, or their authorized designee, as applicable, and to the Chief Administrative Officer of the Judicial Council.

### 4. Civics Education Initiatives

- 4.1** It is acknowledged that “[j]udicial participation in community outreach activities are considered an official judicial function to promote public understanding of and confidence in the administration of justice.” Encouraged outreach activities of the judiciary include developing “local education programs for the public designed to increase public understanding of the court system” and taking “an active part in the life of the community where the participation of the judiciary will serve to increase public understanding and promote public confidence in the integrity of the court system.” (Cal. Stds. Jud. Admin., std. 10.5.)
- 4.2** Civics education initiatives are meant to maintain a branchwide culture that fosters excellence in public service by building strong working relationships with communities, law and justice system partners, and other state and local leaders. It is accordingly appropriate for courts to conduct civics education initiatives at court facilities.
- 4.3** To support and further these principles, this policy hereby delegates to each court the ability to oversee, manage, and administer the use of court facilities specifically for civics education initiatives. A court may request Judicial Council staff to assist with any aspect of a third party's request to use court facilities for a civics education initiative. Alternatively, a court may instead elect to utilize for civics education initiatives the Judicial Council's standard process otherwise described in this policy.
- 4.4** For courts exercising the delegation to oversee, manage, and administer the use of court facilities for civics education initiatives under this policy:
- 4.4.1** *Court Process.* The court may implement at its discretion the court's own application and/or review process consistent with the standards described in this policy.
- 4.4.2** *No Judicial Council Review.* The court and third party are not required to submit to Judicial Council staff the application, or obtain the Judicial Council staff approval, that would otherwise be required.
- 4.4.3** *Agreement; Insurance.* Judicial Council staff will provide the courts with a form of agreement for civics education initiatives. The court must

## Policy for Third-Party Uses of Court Facilities

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enter into this form of agreement with the third party prior to the civics education initiative's commencement. To ensure the judicial branch is properly protected against risk and loss, the third party must provide the court with the insurance coverage required in the agreement for civics education initiatives via an additional insured endorsement. A court may not use a third party's form of agreement for civics education initiatives, except in special circumstances after obtaining Judicial Council staff's express approval in advance.

- 4.4.4** *No Fee; Costs of Services.* No fee will be assessed on a third party for the use of court facilities for a civics education initiative. The third party must otherwise pay or reimburse the court for any costs and expenses (e.g., custodial and security services) incurred for the civics education initiative, as determined by the court and provided for in this policy.
- 4.4.5** *Single Agreement for Multiple Events.* For multiple or reoccurring requests by a single third party for a civics education initiative (e.g., a school district's monthly field trips at the court facilities), the court may utilize a single agreement along with the third party's corresponding insurance coverage for each occurrence of that civics education initiative.
- 4.4.6** *No Commercial Filming.* A court may not allow commercial filming (as described in this policy) as part of any civics education initiative and must direct all third-party requests for the use of court facilities involving commercial filming to Judicial Council staff in accordance with this policy.
- 4.4.7** *Reporting.* The courts will report annually to Judicial Council staff on all civics education initiatives involving a third party during the prior year. Upon request, the court will provide copies of the fully executed agreement entered into with the third party and the third party's certificates of insurance for the civics education initiative.
- 4.4.8** *Noncompliance.* A court's lack of compliance with this policy's requirements for civics education initiatives may result in the withdrawal of the court's delegation for civics education initiatives.

## 5. Application Process

- 5.1** All third-party requests for the use of court facilities must be submitted to Judicial Council staff via the application. The application process described in this section does not apply to civics education initiatives if the court is exercising the delegation for those events.

## Policy for Third-Party Uses of Court Facilities

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- 5.2 Judicial Council staff will review and process the third party's application in compliance with this policy.
- 5.3 If the court receives a third-party request for use of court facilities, the court will promptly provide the third party with the application and/or direct them to Judicial Council staff for further assistance.
- 5.4 The court representative must review third-party requests for the use of court facilities as part of Judicial Council staff's application process.
- 5.5 Prior to Judicial Council staff's approval of any application, the court representative will provide Judicial Council staff with the court's written consent to the third party's requested use of the court facilities if it consents to the use. The court representative must complete all portions of the application applicable to the court. Judicial Council staff will not approve the third party's application without the court's consent.
- 5.6 Third-party requests for the use of court facilities should be submitted via application with as much advance notice as possible.
- 5.7 Judicial Council staff will not be expected to take action on any application unless the application is submitted in full at least **45 days before** the commencement of the third party's requested use. Judicial Council staff will endeavor to process applications as expeditiously as practicable including entering into the corresponding agreement if approved. Failure of a third party to properly submit an application for the use of court facilities at least 45 days before the use's commencement may be sufficient grounds to deny the request or application. However, any extenuating circumstances of a late submission may be considered and accommodated whenever and to the extent reasonably feasible in Judicial Council staff's discretion.

### 6. Approval Requirements

- 6.1 Judicial Council staff will review and evaluate all applications (or, as applicable, the court will review requested uses of court facilities for civics education initiatives) based on, without limitation, the following:
  - 6.1.1 The space must be available for the requested use.
  - 6.1.2 The use must be consistent with the integrity of the judicial process and the overall constitutional and statutory mission of the judicial branch.
  - 6.1.3 The use must be consistent with this policy.

## **Policy for Third-Party Uses of Court Facilities**

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- 6.1.4** The use must be consistent with the judicial branch use of the court facilities.
- 6.1.5** The use must preserve a neutral forum that is free of both actual or perceived partiality and any appearance of bias, prejudice, or favoritism.
- 6.1.6** The use must not have the potential for disruption to or the impairment of proper judicial decorum, court operations, or Judicial Council business including disruptions to regular use or access to the court facilities by court personnel, judicial officers, jurors, litigants, other court users, and members of the public.
- 6.1.7** The use must not pose unreasonable risks to the health, safety, or security of the people and property within the court facilities and surrounding areas.
- 6.1.8** The use must not lead to unreasonable costs, risk, damage, or liability to the court or the Judicial Council that may be or could become associated with or the result of the requested use.
- 6.1.9** The Judicial Council and court must be able to sufficiently provide any resources reasonably required to permit the requested use (e.g., security, staff escort, or custodial services).
- 6.1.10** The court facilities being requested must be in a suitable state of repair and condition for use in general and for the specifically requested use.
- 6.1.11** The requested use must not require significant or unreasonable alterations or other improvements to the court facilities to effectuate the requested use.
- 6.1.12** The use must not be for the purpose of espousing a particular political agenda or conducting campaign activities/fundraising that presents the appearance of bias, prejudice, or favoritism by the court.
- 6.1.13** The use must not be inconsistent with any constitutional, statutory, other legal requirements or prohibitions, or Judicial Council/court policies and practices.

### **6.2 Requests for Telecommunications Equipment and Rooftop Uses**

- 6.2.1** The third-party use of court facilities for the placement, installation, maintenance, or modification of telecommunications and other

## **Policy for Third-Party Uses of Court Facilities**

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equipment (including, without limitation, antennas, cabling, batteries, and support structures) will only be permitted in those cases that are absolutely necessary or critical for public welfare or that support court operations in the discretion of Judicial Council staff.

**6.2.2** The third-party use of court facilities for telecommunications equipment may be permitted in instances in which (i) the use specifically and directly supports court operations for the administration of justice (such as the installation of distributed antenna systems (DAS) to strengthen signals used by court personnel, law enforcement agencies, and other court users); (ii) the use is critical to and solely for public welfare purposes such as a county's public safety radio communications system; or (iii) the use is required by law.

**6.2.3** The third-party use of court facilities is not permitted in instances in which the use involves the placement, installation, maintenance, and ongoing modification of telecommunications or other equipment for private, commercial, or other purposes that do not, in the discretion of Judicial Council staff, directly support court operations. Examples of prohibited third-party uses include, without limitation, private entities' wireless communications facilities (e.g., cell towers and antennas for long-term evolution (LTE), land mobile radio, 5G, or related future/substitute technologies) and telecommunications equipment that generally operates in a commercial capacity regardless of whether it may be used in limited circumstances for public or emergency purposes (e.g., enhanced 911 or E-911 services, FirstNet, etc.).

### **6.3 Requests for Commercial Filming**

**6.3.1** Commercial filming requests consist of the use of court facilities for commercial filming by any means including but not limited to the film, electronic, magnetic, digital, or other recording of an image by a third party for a market audience or with the intent of generating income. Examples of commercial filming requests include feature film, videography, television broadcast, documentary, or any other similar project, production, or shoot. Commercial filming activities may include the use of actors, models, sets, or props or the advertisement of a product or service. For clarification, an individual, public entity, or not-for-profit entity's use of court facilities for filming purposes may be classified as commercial filming.

**6.3.2** Commercial filming requests must comply with the application and all other requirements applicable to other third-party uses. Commercial

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filming requests will be subject to the following limitations intended to maintain court facilities' non-public forum status, prioritize the intended use of court facilities, and ensure the efficient expenditure of judicial branch resources:

**6.3.2.1** No commercial filming is permitted at operating (open) court facilities at any time of day, as follows: (i) no interior commercial filming; (ii) no exterior commercial filming (including parking areas and curtilage); and (iii) public sidewalks/streets are not considered part of court facilities, but any commercial filming thereon should not interrupt or interfere with court operations.

**6.3.2.2** Commercial filming may be permitted at nonoperating (closed) court facilities, as follows: (i) interior commercial filming in court-approved areas and (ii) exterior commercial filming. However, commercial filming is ***never permitted*** of the seal of the court, court/building name, judicial officers/staff, jurors, litigants, court users, other certain court images, and other limitations as may be specified by the Judicial Council or court.

**6.3.2.3** Judicial Council staff is responsible for determining, in consultation with the court representative, whether and which court facilities are deemed operating (open) or nonoperating (closed).

**6.3.3** Any ancillary, incidental, or noncommercial filming during a third party's otherwise permissible use of court facilities is not considered to be a commercial filming request.

## 7. Required Agreement for Use

**7.1** All third-party users of court facilities are required to enter into an agreement with the Judicial Council for the third party's use of court facilities (or, as applicable, with the court for civics education initiatives).

**7.2** A third party may not commence its use of court facilities unless and until the third party has entered into and executed the agreement (on the Judicial Council's form), provided any required certificates of insurance, paid any corresponding fees, and satisfied all other applicable requirements for the third party's use.



## **Policy for Third-Party Uses of Court Facilities**

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- 7.3** Based on the type of request and use, Judicial Council staff will determine the form of and terms and conditions of the agreement, in Judicial Council staff's discretion.

### **8. Fees**

- 8.1** Judicial Council staff will establish a fee structure for third-party uses of court facilities with consideration of the use, user, and market location along with the courts' needs. The fee structure will be developed in a manner that supports the operations of the judiciary, courts, and Judicial Council through the equitable, effective, and efficient assessment of fees on third-party uses as well as the prudent expenditure of judicial branch resources.
- 8.2** The fee schedules for third-party uses may, as applicable, be broken into those categories then pertinent for the various third-party users and their uses, as determined to be in the best interests of the Judicial Council, which categories Judicial Council staff may update and revise as needed in its discretion.
- 8.2.1** Judicial Council staff will determine the rates and markets of the fee structure using the data, resources, and other information reasonably available to the best of their knowledge (e.g., consulting with real estate brokers and other appropriate subject matter experts when needed), in the best interests of the Judicial Council, and in light of the unique characteristics of the judicial branch's real estate portfolio.
- 8.2.2** When applicable to the assessment of a fee, Judicial Council staff will base fair market value on the amount that would be charged for similar uses of similar real properties in a voluntary, arm's-length transaction in which neither party is obligated to enter into or agree to the transaction. In determining fair market value, Judicial Council staff may utilize data on comparable transactions, listings, and market reports to the extent available as well as the recommendation and opinion of subject matter experts such as real estate brokers. The unique characteristics of court facilities and third parties' requested uses may impact or entirely prevent the ability to determine or assess the fair market value for particular, or entire categories of, uses of court facilities.
- 8.2.3** As part of the fee structure, Judicial Council staff may develop, maintain, and implement in its reasonable discretion a schedule of administrative charges to be assessed in addition to any required fees.
- 8.2.4** A third party's use of court facilities for a civics education initiative will not be assessed a fee.

## **Policy for Third-Party Uses of Court Facilities**

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- 8.3** Notwithstanding any fees assessed on a third party, all costs and expenses of a third party's use of court facilities must be the responsibility of the third party. Any costs and expenses incurred by the Judicial Council or court because of the third party's use must be paid or reimbursed by the third party, except to the extent otherwise agreed under the terms of the third party's agreement in the reasonable discretion and best interests of the Judicial Council. Such expenses may include but are not limited to those for security and custodial services; improvements or alterations; additional or overtime staffing; increased utilities usage; all equipment, trade fixtures, and other personal property required for the third party's use; and any damage or repairs due to the third party's use.
- 8.4** If the third-party use is part of, connected to, or arises from arrangements involving special circumstances as set forth in this policy (e.g., dispositions, per a Joint Occupancy Agreement, etc.) or is an atypical or other use of court facilities that falls outside of the enumerated types/categories of uses in any fee schedules developed by Judicial Council staff, Judicial Council staff will determine the applicability of the fee structure and will proceed on a case-by-case basis in their reasonable discretion consistent with the intent of this policy.
- 8.5** Requests to waive or be relieved from the assessment of fees for a third party's use will be considered by the Administrative Director or their designee. The Administrative Director or their designee may, but is not obligated to, grant the third party a waiver of fees in an amount up to \$75,000 per fiscal year in their reasonable discretion and upon the third party's satisfactory showing of a justifiable basis or hardship. The Judicial Council's Executive and Planning Committee may also, but is not obligated to, grant a third party's request to waive fees that exceed \$75,000 up to \$150,000 per fiscal year in its reasonable discretion and upon the third party's satisfactory showing of a justifiable basis or hardship. In reviewing any fee waivers, all pertinent circumstances will be taken into consideration including but not limited to the third party's amount/number of prior waiver requests and the use.
- 8.6** For requests to waive or be relieved from the assessment of any amounts payable/reimbursable to the court (e.g., custodial or security services), Judicial Council staff will consult with the court representative on whether the court consents to the request and proceed accordingly.

## **9. Policy Exclusions and Limitations**

- 9.1** This policy does not apply to the following uses:
- 9.1.1** Uses of court facilities by the Judicial Council, courts, and their respective judicial officers, employees, and staff acting in their official capacities for purposes related to or concerning the administration of

## **Policy for Third-Party Uses of Court Facilities**

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justice or court operations (e.g., a court staff meeting or educational workshop hosted solely by a court). Court operations include a judicial officer acting in their official capacity in their courtroom (e.g., solemnizing a marriage) when not otherwise conducted as part of a third party's special event.

- 9.1.2** Media requests governed by rule 1.150 of the California Rules of Court.
- 9.1.3** Uses of court facilities by third parties who operate under the Department of Rehabilitation's (DOR) Business Enterprises Program or Vending Machine Unit established by state or federal law (see, e.g., Welf. & Inst. Code, § 19625; 20 U.S.C. § 107) that are administered solely by the DOR and governed by separate agreement between the Judicial Council and the DOR.
- 9.2** This policy may not apply to, or may be limited by, any court facilities subject to agreements entered into with the applicable county for the shared use of the court facilities under Government Code section 70343 (i.e., Joint Occupancy Agreements) to the extent such agreements place varying conditions on usage, user selection, facility location, revenues, or any other aspects of third-party uses. Space within any such shared-use facilities designated as county exclusive-use areas is not under the control of the Judicial Council or subject to this policy.
- 9.3** The terms of any bond (lease revenue) documents used in the financing of courthouse construction may limit the applicability of this policy to the subject court facilities or may restrict or dictate certain terms and conditions of the third-party use of those court facilities. Such bond documents will take precedence over this policy.
- 9.4** Judicial Council staff may determine that this policy, in whole or part, is not applicable to the following special circumstances, which will be handled on a case-by-case basis:
  - 9.4.1** A third-party buyer's use of court facilities as part of a disposition/sale of the court facilities being used (e.g., under a lease-to-purchase agreement);
  - 9.4.2** A county being granted additional use of court facilities under an agreement entered into in accordance with the Trial Court Facilities Act of 2002 (Gov. Code, § 70301 et seq.) (e.g., Transfer Agreement or Joint Occupancy Agreement);
  - 9.4.3** Vacant or closed court facilities that are unoccupied;

## **Policy for Third-Party Uses of Court Facilities**

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- 9.4.4** Third-party use of court facilities incidental to the terms of a services-operations agreement with the Judicial Council or court; and
- 9.4.5** The temporary use of court facilities associated with the Judicial Council's performance of a capital construction or other project.

**[End of Policy]**



## ADMINISTRATIVE OFFICE OF THE COURTS

### Interim Policy for Third Party Use of Superior Court Facilities

#### 1. Purpose and Scope of Policy

This policy establishes guidelines and procedures for the use of court facilities transferred to the Judicial Council under the Trial Court Facilities Act of 2002 by any person, organization, governmental entity, or group (collectively “third parties”) other than judicial officers or employees of the Superior Court of California, County of \_\_\_\_\_ . This policy applies to any such use after the date of enactment, regardless of whether any such use was previously approved under any prior policy or by any judicial officer or court employee, or was undertaken without any prior approval. Court facilities may be used by third parties only as authorized and approved under this policy.

A court facility, as defined by Government Code 70301, is a nonpublic forum. It is the purpose and intent of the court in implementing and enforcing this policy to ensure that any third party use of court facilities is consistent with the purpose and objectives of the business use of the court facility, including maintaining the orderly conduct of court business in a neutral forum free of actual or perceived partiality and avoiding any appearance of bias, prejudice, or favoritism; maintaining the safety and security of persons and property within court facilities; maintaining proper judicial decorum and order; and avoiding any impairment, disruption, or distraction to the court’s business or the administration of justice for court personnel, litigants, or other users of court facilities.

#### 2. Limitations on Scope of Policy

This policy does not apply to the following:

- A. Media requests to film courtroom proceedings under California Rules of Court, rule 1.150.
- B. Court-sponsored or cosponsored activities or events relating to the administration of justice.<sup>1</sup>
- C. Uses by judicial officers or employees.

#### 3. Application Process

Before using a court facility for any purpose, a third party must submit a completed Application for Third Party Use of Court Facilities to the court’s executive officer for approval. Whenever possible, requests should be submitted at least 30 days before the desired date of use. All requests must be made to the executive officer or his or her designee. If a request involves the use of an assigned courtroom, the executive officer will consult with the judge presiding in that courtroom when considering the request. If approved by the court, requests will then be forwarded to the Administrative Office of the Courts (AOC), which will review the request, and if acceptable, issue a license for the proposed use and provide a copy to the executive officer. If the AOC has concerns about the proposed use, it will discuss the request with the executive officer. Any approvals may be withdrawn by the court or the AOC at any time without cause, written notice, or explanation.

<sup>1</sup> The court should consult with the AOC about operational costs and liability insurance for court-sponsored or cosponsored activities or events.

#### **4. Approval Considerations**

Third party use of court facilities is subject to the discretion of the executive officer or his or her designee and the AOC. All applications for such use of court facilities will be reviewed and evaluated under the following considerations:

- A. Whether the use is consistent with the provisions of this policy and the mission and purpose of the court;
- B. Whether the use is consistent with protecting the integrity of the judicial process and the overall constitutional and statutory mission and purpose of the court, including public trust and confidence in the impartiality, lack of bias or discrimination, and fairness of the judicial system, and proper judicial decorum and order;
- C. Whether the use impairs or distracts from proper judicial decorum and order; the conduct of the court's business; or the administration of justice for court personnel, litigants, or other court users;
- D. Whether the use presents a risk to the health, safety, or security of the people or property within the court facility and its perimeter;
- E. Whether the use advances the administration of justice and is beneficial to a significant number of persons with an interest in the judicial system;
- F. Whether the use imposes any potential costs or liability on the court or the AOC;
- G. Whether the use is conducted for profit or is affiliated with a for-profit entity or activity, other than uses directly related to court operations or the administration of justice such as employee benefits presentations or training; and
- H. Whether the use is or may be contrary to any constitutional, statutory, or other legal requirements or prohibitions.

#### **5. Approval Conditions**

Third party use requests are subject to one or more of the following conditions. Third party users must:

- A. Reimburse the court or directly pay for any security and janitorial expenses.
- B. Reimburse the court for any and all other costs, including staff costs.
- C. Reimburse the AOC or county general services for the operation and corresponding maintenance of electrical, HVAC, and any other systems affected by the use of the facility, including the salary and benefits of a facilities or building engineer used on site for this purpose.
- D. Provide proof of liability insurance that includes indemnification of the AOC, the court, and the county for use of the facility and that names the AOC, the court, and the county as additional insured entities.
- E. Pay any costs and indemnify the AOC, AOC personnel, the court, and court personnel against any claims or litigation arising from the third party's use of the facility.
- F. Acknowledge in writing and agree to inform participants that neither the AOC nor the court support or endorse the use being made of the facility.
- G. Sign all applicable agreements with the AOC and the court regarding the use of the facility.
- H. Comply with any other requirements as may be determined by the AOC and the executive officer.



## **Court of Appeal Interim Policy for Third Party Use of Court Facilities**

### **1. Purpose and Scope of Policy**

This policy establishes guidelines and procedures for the use of court facilities by any person, organization, governmental entity, or group (collectively "third parties") other than justices or employees of the Court of Appeal, \_\_\_\_\_ Appellate District. This policy applies to any such use after the date of enactment, regardless of whether any such use was previously approved under any prior policy or by any justice or court employee, or was undertaken without any prior approval. Court facilities may be used by third parties only as authorized and approved under this policy.

It is the purpose and intent of the court in implementing and enforcing this policy to ensure that any third party use of court facilities is consistent with the purpose and objectives of the business use of the court facility, including maintaining the orderly conduct of court business in a neutral forum free of actual or perceived partiality and avoiding any appearance of bias, prejudice, or favoritism; maintaining the safety and security of persons and property within court facilities; maintaining proper judicial decorum and order; and avoiding any impairment, disruption, or distraction to the court's business or the administration of justice for court personnel, litigants, or other users of court facilities.

### **2. Limitations on Scope of Policy**

This policy does not apply to the following:

- A. Media requests to film courtroom proceedings under California Rules of Court, rule 1.150.
- B. Court-sponsored or cosponsored activities or events relating to the administration of justice.<sup>1</sup>
- C. Uses by justices or court employees.

### **3. Application Process**

Before using a court facility for any purpose, a third party must submit a completed Application for Third Party Use of Court Facilities to the court's clerk/administrator for approval. Whenever possible, requests should be submitted at least 30 days before the desired date of use. All requests must be made to the clerk/administrator or his or her designee. If a request involves the use of an assigned courtroom, the clerk/administrator will consult with the administrative presiding justice when considering the request. If approved by the court, requests will then be forwarded to the Administrative Office of the Courts (AOC), which will review the request, and if acceptable, issue a license for the proposed use and provide a copy to the clerk/administrator. If the AOC has concerns about the proposed use, it will discuss the request with the clerk/administrator. Any approvals may be withdrawn by the court or the AOC at any time, without cause, written notice, or explanation.

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<sup>1</sup> The court should consult with the AOC about operational costs and liability insurance for court-sponsored or cosponsored activities or events.



## ADMINISTRATIVE OFFICE OF THE COURTS

### 4. Approval Considerations

Third party use of court facilities is subject to the discretion of the clerk/administrator or his or her designee and the AOC. All applications for such use of court facilities will be reviewed and evaluated under the following considerations:

- A. Whether the use is consistent with the provisions of this policy and the mission and purpose of the court;
- B. Whether the use is consistent with protecting the integrity of the judicial process and the overall constitutional and statutory mission and purpose of the court, including public trust and confidence in the impartiality, lack of bias or discrimination, and fairness of the judicial system, and proper judicial decorum and order;
- C. Whether the use impairs or distracts from proper judicial decorum and order, the conduct of the court's business, or the administration of justice for court personnel, litigants, or other court users;
- D. Whether the use presents a risk to the health, safety, or security of the people or property within the court facility and its perimeter;
- E. Whether the use advances the administration of justice and is beneficial to a significant number of persons with an interest in the judicial system;
- F. Whether the use imposes any potential costs or liability on the court or the AOC;
- G. Whether the use is conducted for profit or is affiliated with a for-profit entity or activity, other than uses directly related to court operations or the administration of justice such as employee benefits presentations or training; and
- H. Whether the use is or may be contrary to any constitutional, statutory, or other legal requirements or prohibitions.

### 5. Approval Conditions

Third party use requests are subject to one or more of the following conditions. Third party users must:

- A. Reimburse the court or directly pay for any security and janitorial expenses.
- B. Reimburse the court for any and all other costs, including staff costs.
- C. Reimburse the AOC or the court for the operation and corresponding maintenance of electrical, HVAC, and any other systems affected by the use of the facility, including the salary and benefits of a facilities or building engineer used on site for this purpose.
- D. Provide proof of liability insurance that includes indemnification of the AOC and the court for use of the facility and that names the AOC and the court as additional insured entities.
- E. Pay any costs and indemnify the AOC, AOC personnel, the court, and court personnel against any claims or litigation arising from the third party's use of the facility.
- F. Acknowledge in writing and agree to inform participants that neither the AOC nor the court support or endorse the use being made of the facility.
- G. Sign all applicable agreements with the AOC and the court regarding the use of the facility.
- H. Comply with any other requirements as may be determined by the AOC and the court.





Thank you for your interest in the use of court facilities. The Judicial Council is the policymaking body of the California courts, and its staff is responsible for the oversight and management of all court facilities including third-party uses.

A third party requesting the use of court facilities (the Applicant) must review, complete, and sign this Application.

**Completed Applications must be submitted to [ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov)  
AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE REQUESTED USE'S COMMENCEMENT.\***

\* See page 2 for more information on civics education initiative (CEI) event requests handled by the local court administration.

**INSTRUCTIONS TO THE APPLICANT**

- STEP 1. **REQUIREMENTS.** Review this Application in full, including the basic terms on **page 2**, to become familiar with the requirements and conditions applicable to your request. See also the Judicial Council's *Policy for Third-Party Uses of Court Facilities* available upon request and at <https://www.courts.ca.gov/tpu> (the Third-Party Use Policy).
- STEP 2. **GENERAL.** Every Applicant must complete all fields on **page 3** to provide general information and details.
- STEP 3. **EVENTS.** Applicants for Events (including filming) must complete all fields on **page 4** to provide details on the requested Event. See page 2 to determine whether your request is for an Occupancy or Event.
- STEP 4. **FILMING.** Applicants requesting a use involving filming of any kind must review and complete all fields on **page 5** to provide details on the requested filming.
- STEP 5. **SIGN.** An authorized representative of the Applicant must sign this **page 1**, below.
- STEP 6. **SUBMISSION.** Submit the completed Application a minimum of forty-five (45) days prior to the requested use's commencement. *Late submissions are not required or expected to be approved.*
- STEP 7. **REVIEW.** Upon receipt, Judicial Council Facilities Services Real Estate will review the Application for completeness, process for approval, and determine any fees to be assessed. The Applicant will then be contacted for any clarifications, approval/denial, and next steps.
- STEP 8. **AGREEMENT.** Applicants whose request is approved must enter into the Judicial Council's License Agreement and should submit all required items (e.g., Certificates of Insurance) prior to commencing the use.
- STEP 9. **PAYMENT.** For approved Events, full payment of any fees must be made within five (5) days of executing the License Agreement; for approved Occupancies, applicable fees shall be made in accordance with the License Agreement. For the current Fee Schedule, see <https://www.courts.ca.gov/tpu>.

**SIGNATURE AND ACKNOWLEDGEMENT**

*By signing, the Applicant hereby acknowledges/agrees that it has **reviewed and understands** the Application and the Third-Party Use Policy; warrants that all information indicated in the Application is **true and correct**; and **agrees to comply** with all requirements, rules, and policies for the third-party use of court facilities.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20

For questions, assistance, FAQs, and other inquiries regarding third-party uses of court facilities or this Application, please visit [www.court.ca.gov/tpu](http://www.court.ca.gov/tpu) or contact **Judicial Council's Facilities Services Real Estate** at:

[ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov) // 916-xxx-xxxx



REQUIREMENTS AND CONDITIONS FOR THIRD PARTIES' USE OF COURT FACILITIES

**GENERAL PRINCIPLES.** Any third-party use of court facilities must be consistent with the business use of the court facilities including maintaining the orderly conduct of court business in a neutral forum, free of actual or perceived partiality, and avoiding any appearance of bias, prejudice, or favoritism.

*Third parties* include any person, private entity, organization, firm, business, agency, public entity, non-profit entity, law enforcement agency, or group other than the Judicial Council, courts, and their officers, employees, and staff.

*Court facilities* include any building or other property managed by the Judicial Council or under its control, along with any surrounding curtilage, rooftops, and parking areas. (See also Gov. Code § 70301(d).)

*Approval considerations* include the safety and security of persons and property; judicial decorum and order; and the avoidance of any impairment, disruption, or distraction to the administration of justice or to the business of the Judicial Council, court, its personnel, jurors, litigants, and other users of court facilities.

**TYPES OF USE.** Third-party uses of court facilities are either Events or Occupancies.

	Your request is an <b>Event</b> if it is:	Your request is an <b>Occupancy</b> if it is:
<b>General</b>	A short-term or special use of court facilities and is of limited duration	A long-term or on-going use of court facilities
<b>Occurrence</b>	On a single day or a reoccurring series of days (e.g., four straight days, two consecutive Saturdays, etc., but not more than a total of fourteen (14) days)	A continuous, regularly occurring, and/or long-term use of court facilities (e.g., a third party's standing occupancy of space within the court facilities during its or the court's normal business hours)
<b>Distinction</b>	Not a continuous or steady use of court facilities; does not occur repeatedly or at regular intervals (e.g., each instance of an annually held event is a separate event)	Not a one-time, special, intermittent, or fleeting use of court facilities
<b>Examples</b>	Ceremonial functions, mock trials, tours, field trips, educational workshops, trainings, symposiums, and commercial filming	Public or non-profit entity office space, self-help and volunteer centers, law libraries, news media workstations, and children's waiting areas

**CEI EVENTS.** A civics education initiative (CEI) includes one of the following specific types of events having an educational or community outreach purpose: (i) mock trial, moot court, and other law-based competitions; (ii) courthouse field trips and tours; (iii) legal/judicial ceremonial functions; and (iv) trainings or educational workshops and symposiums regarding the administration of justice and issues of branch-wide concern. Each court is delegated the authority to oversee and manage CEI event requests; a court exercising the delegation may implement its own application and/or review process without requiring this Application or Judicial Council staff approval. *Third parties should contact the specific court directly for CEI event requests.*

**GENERAL CONDITIONS.** Third-party uses of court facilities are subject to, among other requirements, the following conditions:

- Complying with all laws and rules
- No alcoholic beverages
- Obtaining all required permits/licenses
- Providing own equipment and personal property
- No food or drinks in courtrooms
- No unauthorized alterations or improvements
- No smoking, drugs, gambling, or weapons of any kind
- Complying with all health, safety, and security requirements
- Reimbursing all incurred costs (custodial, security, repairs, etc.)
- Indemnifying the Judicial Council and court
- Being subject to the Judicial Council's termination of the use
- Completing any required background checks

**INSURANCE REQUIREMENTS.** All third parties are required to have satisfactory insurance (with coverage/limits based on the type of use including general liability, commercial auto, workers' compensation, and employer's liability) that names the Judicial Council and court as additional insureds. Specific requirements shall be provided during the application process.



GENERAL INFORMATION

1. APPLICANT AND CONTACT INFORMATION

Applicant Name: \_\_\_\_\_ Role/Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_ Entity Type: [ DROP DOWN LIST ]

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

2. REQUESTED COURT FACILITIES

Facility Name: \_\_\_\_\_ Space Type: [ DROP DOWN LIST ]

Address: \_\_\_\_\_ City: \_\_\_\_\_

Location If Known (Floor, Room Number, Etc.): \_\_\_\_\_

3. REQUESTED USE

General Description of Use: \_\_\_\_\_

Purpose / Services: \_\_\_\_\_

Describe any contracts with the court/Judicial Council to provide services related to the use. If not applicable:

Describe how the requested use might support court operations for the administration of justice. If not applicable:

Provide any additional information that will help in reviewing this request. \_\_\_\_\_

4. REQUESTED DURATION AND FREQUENCY

Use Frequency: [ DROP DOWN LIST ] Requested Commencement Date: \_\_\_\_\_, 20\_\_\_\_

Expected End Date: \_\_\_\_\_, 20\_\_\_\_ Or Until Terminated

Days of Use: Mon.  Tues.  Wed.  Thurs.  Fri.  Sat.  Sun.  Hours of Use: \_\_\_\_:\_\_\_\_ to \_\_\_\_:\_\_\_\_

IF THE REQUESTED USE IS FOR AN EVENT (INCLUDING FILMING), TO PAGE 4 TO COMPLETE YOUR APPLICATION;

IF THE REQUESTED USE IS FOR AN OCCUPANCY, HERE. SIGN AND SUBMIT YOUR COMPLETED APPLICATION.



EVENT INFORMATION

5. EVENT INFORMATION

Name of Event: \_\_\_\_\_ Estimated Total Attendance: \_\_\_\_\_

Describe the Event: \_\_\_\_\_

Describe how the requested Event might relate to the administration of justice. \_\_\_\_\_ If not applicable:

6. EVENT DETAILS AND SCHEDULE

Indicate all dates/times for entire use (including any set-up, clean-up, and scouting) and specify requested areas:

Date	Start Time	End Time	# of Courtrooms	# of Conf. Rooms	# of Parking Spaces	Other Requested Areas
1						
2						
3						
4						
5						
6						
7						

Will food or beverages be served?  Yes  No  
If yes, describe your plan for clean-up and waste removal.

NOTE: ALCOHOL IS NOT PERMITTED; AND  
FOOD AND BEVERAGES ARE NOT ALLOWED IN COURTROOMS.

Will the Event include filming of any kind?  No  Yes (if checked, review and complete page 5)

Describe all posters or signs, special lighting, and furniture or equipment that will be used at the location for the Event.

Will the Event require or include any access restrictions (e.g., street or entry closures)?  Yes  No

If yes, describe in detail. \_\_\_\_\_

IF THE REQUESTED EVENT INCLUDES FILMING,  TO PAGE 5 TO COMPLETE YOUR APPLICATION;

IF THE REQUESTED USE IS FOR AN EVENT WITHOUT FILMING,  HERE. SIGN AND SUBMIT YOUR COMPLETED APPLICATION.



FILMING INFORMATION

For all Events that include filming of any kind, review and complete the following as applicable.

**COMMERCIAL FILMING REQUEST.** Includes the use court facilities for commercial filming by any means (film, electronic, magnetic, digital, or other recording of an image) for a market audience and/or with the intent of generating income. Examples include feature film, videography, television/web broadcast, documentary, or any other similar project, production, or shoot.

- Commercial filming is **not permitted at operating (open) court facilities.**
- Commercial filming **may be permitted at non-operating (closed) court facilities** upon proper, prior approval.
  - The broadcasting of the court seal, court/building name, judicial officers/staff, jurors, litigants, court users, other certain court images is **never permitted**, and other limitations as may be specified.
  - Approval considerations will include limitations on the capacity and availability of accommodating the filming request.

Contact Judicial Council’s Facilities Services Real Estate for further information on commercial filming including available sites.

**ANCILLARY/INCIDENTAL FILMING REQUEST.** Includes ancillary, incidental, or non-commercial filming during an otherwise-permissible use of court facilities. Examples include filming a student mock trial/moot court competition for record-keeping purposes; filming witness testimony training (e.g., law enforcement, juveniles, etc.) specifically for the third party’s educational purposes and not for commercial distribution (as compared to the filming of resources/aides for jury selection marketed to private firms for purchase); and the filming of swearing-in or award ceremonies related to the administration of justice.

7. **COMMERCIAL / ANCILLARY FILMING**

What type of filming is included in the requested Event?  Commercial Filming  Ancillary/Incidental Filming  N/A

Project Title: \_\_\_\_\_

On-Site Manager/Director: \_\_\_\_\_ Contact Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Overview of Scenes to Be Filmed: \_\_\_\_\_

Will the filming involve:	Yes	No	Detailed Description
Weapons / firearms and, if yes, real or props?	<input type="checkbox"/>	<input type="checkbox"/>	
Stunts / special effects?	<input type="checkbox"/>	<input type="checkbox"/>	
Drones / aircrafts?	<input type="checkbox"/>	<input type="checkbox"/>	
Animals?	<input type="checkbox"/>	<input type="checkbox"/>	
Pyrotechnics?	<input type="checkbox"/>	<input type="checkbox"/>	

HERE. SIGN AND SUBMIT YOUR COMPLETED APPLICATION.



**\*\*COURT USE ONLY\*\***

**A. COURT REVIEW**

Requested Use Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Does the Court approve of the requested third-party use?  Yes  Yes as Modified Below  No

Please describe any modifications/limitations on the requested use. \_\_\_\_\_

**B. APPROVED LOCATION(S)**

Facility Name: \_\_\_\_\_ Facility ID No.: \_\_\_\_ - \_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Specific Locations (Building Floors, Dept./Room Numbers, Etc.): \_\_\_\_\_

**C. EVENT DETAILS (IF APPLICABLE)**

Is the Court sponsoring the requested third-party use?  No  Yes, Co-Sponsored  Yes, Sponsored

Arrangements Required for:	Yes	Pending	No	Third-Party to Reimburse Costs	Description
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cleaning & Custodial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**D. MISCELLANEOUS**

Does the request include any after-hours use?  Yes  No

Is the Court allowing the third-party to use any Court property (e.g., chairs, tables, IT/AV equipment, etc.)?  Yes  No

If yes, please describe. \_\_\_\_\_

Does the Court approve of any requested alterations, improvements, or modifications to the space?  Yes  No

If yes, please describe. \_\_\_\_\_

*By signing, the Court Representative hereby acknowledges/agrees to the foregoing on behalf of the Court.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

UPON COMPLETION, PLEASE SUBMIT THE APPLICATION TO JUDICIAL COUNCIL FACILITIES SERVICES REAL ESTATE AT [ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov).



\*\*JUDICIAL COUNCIL USE ONLY\*\*

E. REAL ESTATE REVIEW

Requested Use Processed by: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

REQUEST APPROVED?  YES  NO  CANCELLED

Building Name: \_\_\_\_\_ Approx. Square Footage: \_\_\_\_\_ Facility ID No.: \_\_\_\_ - \_\_\_\_

Occupancy Supp. Ct. Operations?  Yes  No  N/A or Event Relates to Just. Admin.?  Yes  No  N/A

Bond-Funded Facility?  Yes  No Court Sponsored?  No  Yes, Co-Sponsored  Yes, Sponsored

Special Circumstances / Notes. \_\_\_\_\_

F. APPLICABLE FEES

Table with 5 columns: Occupancy Rates, Geographic Market No., Starting Monthly Rate, Monthly Fee Total, Description / Notes. Rows include Supports Ct. Ops., Public / Not-Profit, Private, Food Service, Rooftop, Parking, Access / Other.

Table with 4 columns: Event Rates, Daily Rate, Total Fee, Description / Notes. Rows include Relates to Justice, Not Relates, Comm. Filming.

Table with 3 columns: Charges, Total Fee, Description / Notes. Rows include Reimbursements To Court, To JCC.

Approved by: REAL ESTATE: \_\_\_\_\_  FAC OPS: \_\_\_\_\_

Name: \_\_\_\_\_  QC: \_\_\_\_\_

Date: \_\_\_\_\_  RMU: \_\_\_\_\_

App. #: \_\_\_\_\_



**Judicial Council of California  
Third-Party Uses of Court Facilities**

**Fee Schedule:  
OCCUPANCIES**

Base Year: Fiscal Year **2024 – 2025**

(All rates are per square foot unless noted and increase by 3% *each* subsequent year.)

- **Rate 1:** Uses Supporting Court Operations ..... **No Fee**
- **Rate 2:** Public/Non-Profit Entity Uses Not Supporting Court Operations..... **Table 1: Column A**
- **Rate 3:** Private Entity Uses Not Supporting Court Operations ..... **Table 1: Column B**
- **Rates 4A – 4D:** Miscellaneous Uses ..... **Table 2**

Table 1	County	A	B	County	A	B	County	A	B
	Alameda	\$2.21	\$2.95	Marin	\$2.21	\$2.95	San Mateo	\$2.33	\$3.10
	Alpine	\$1.20	\$1.60	Mariposa	\$1.20	\$1.60	Santa Barbara	\$2.21	\$2.95
	Amador	\$1.20	\$1.60	Mendocino	\$1.20	\$1.60	Santa Clara	\$2.33	\$3.10
	Butte	\$1.20	\$1.60	Merced	\$1.20	\$1.60	Santa Cruz	\$2.21	\$2.95
	Calaveras	\$1.20	\$1.60	Modoc	\$1.20	\$1.60	Shasta	\$1.20	\$1.60
	Colusa	\$1.20	\$1.60	Mono	\$1.20	\$1.60	Sierra	\$1.20	\$1.60
	Contra Costa	\$2.21	\$2.95	Monterey	\$1.46	\$1.95	Siskiyou	\$1.20	\$1.60
	Del Norte	\$1.20	\$1.60	Napa	\$1.46	\$1.95	Solano	\$1.46	\$1.95
	El Dorado	\$1.20	\$1.60	Nevada	\$1.20	\$1.60	Sonoma	\$1.46	\$1.95
	Fresno	\$1.20	\$1.60	Orange	\$2.21	\$2.95	Stanislaus	\$1.20	\$1.60
	Glenn	\$1.20	\$1.60	Placer	\$1.20	\$1.60	Sutter	\$1.20	\$1.60
	Humboldt	\$1.20	\$1.60	Plumas	\$1.20	\$1.60	Tehama	\$1.20	\$1.60
	Imperial	\$1.20	\$1.60	Riverside	\$1.46	\$1.95	Trinity	\$1.20	\$1.60
	Inyo	\$1.20	\$1.60	Sacramento	\$1.46	\$1.95	Tulare	\$1.20	\$1.60
	Kern	\$1.20	\$1.60	San Benito	\$1.20	\$1.60	Tuolumne	\$1.20	\$1.60
	Kings	\$1.20	\$1.60	San Bernardino	\$1.20	\$1.60	Ventura	\$2.21	\$1.60
	Lake	\$1.20	\$1.60	San Diego	\$2.21	\$2.95	Yolo	\$1.20	\$1.60
	Lassen	\$1.20	\$1.60	San Francisco	\$2.33	\$3.10	Yuba	\$1.20	\$1.60
Los Angeles	\$2.21	\$2.95	San Joaquin	\$1.20	\$1.60				
Madera	\$1.20	\$1.60	San Luis Obispo	\$1.46	\$1.95				

Table 2	Rate 4: Misc.	Geographic Market 1	Geographic Market 2	Geographic Market 3	Geographic Market 4
	4A. Food Service Vendors/Commercial Service Providers	0% of Monthly Sales < \$5,000	0% of Monthly Sales < \$5,000	0% of Monthly Sales < \$5,000	0% of Monthly Sales < \$5,000
		3% of Monthly Sales ≥ \$5,000	3% of Monthly Sales ≥ \$5,000	3% of Monthly Sales ≥ \$5,000	3% of Monthly Sales ≥ \$5,000
	4B. Rooftop / Telecommunications	\$5,860 / Month	\$5,860 / Month	\$4,060 / Month	\$2,480 / Month
	4C. Parking: Surface Lot	\$1.00 / Space / Day	\$1.00 / Space / Day	\$1.00 / Space / Day	\$1.00 / Space / Day
	4C. Parking: Structure	\$3.00 / Space / Day	\$3.00 / Space / Day	\$3.00 / Space / Day	\$3.00 / Space / Day
4D. Access / Utilities and Grounds	Case-by-Case	Case-by-Case	Case-by-Case	Case-by-Case	





**Judicial Council of California  
Third-Party Uses of Court Facilities**

**Fee Schedule:  
EVENTS**

Base Year: Fiscal Year **2024 – 2025**

Events, Special Activities, & Short-Term Uses		
Category	Type	Rate
<b>CEI (Civics Education Initiative Events)</b>	<ul style="list-style-type: none"> <li>• Mock trial, moot court, or other law-based competitions.</li> <li>• Courthouse field trips or tours.</li> <li>• Legal/judicial ceremonial functions.</li> <li>• Trainings, educational workshops, or symposiums regarding the administration of justice and issues of judicial branch-wide concern.</li> </ul>	No Fee
	<ul style="list-style-type: none"> <li>• Events Relating to the Administration of Justice</li> </ul>	No Fee
	<ul style="list-style-type: none"> <li>• Events Not Relating to the Administration of Justice</li> </ul>	\$200 / Half Day* \$375 / Full Day*
	<ul style="list-style-type: none"> <li>• Commercial Filming</li> </ul>	Site Scouting Filming

\*Half Day = Four (4) hours or less; Full Day = More than four (4) hours



The Judicial Council is the policymaking body of the California courts, and its staff is responsible for the oversight and management of all court facilities including third-party uses. The following is intended to provide general guidance through answers to frequently asked questions related to the third-party use of court facilities pursuant to the *Judicial Council’s Policy for Third-Party Uses of Court Facilities*, adopted on **Month** 2024 (the “**Third-Party Use Policy**”). These FAQs are meant to be for reference purposes only and are not official policy of the Judicial Council.

For questions, assistance, and other inquiries regarding third-party uses of court facilities, please visit [www.courts.ca.gov/tpu](http://www.courts.ca.gov/tpu) or contact **Judicial Council’s Facilities Services Real Estate** at: [ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov) // 916-xxx-xxxx

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**A. OVERVIEW OF THE THIRD-PARTY USE POLICY**

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**1. What does the Third-Party Use Policy address?**

The Third-Party Use Policy addresses third-party uses of court facilities under the Judicial Council’s control on behalf of the courts including third parties’ uses for continuous or regularly occurring long-term occupancies, short-term events and activities, and commercial and vendor services.

**2. How was the Third-Party Use Policy created?**

A proposal for the Third-Party Use Policy was developed by the Judicial Council’s Real Estate Policies Subcommittee based on best practices, current needs, and lessons learned since responsibility for the trial court facilities was transferred to the Judicial Council under the Trial Court Facilities Act of 2002. The Real Estate Policies Subcommittee made a recommendation to the Judicial Council’s Executive and Planning Committee—both of which are comprised of trial court judges, appellate court justices, and court executive officers—to approve the proposal for consideration by the Judicial Council. Following an open, public comment period and the Executive and Planning Committee’s subsequent approval, the Judicial Council adopted the Third-Party Use Policy at its meeting on **Month**, 2024.

**3. What is the intent of the Third-Party Use Policy?**

With the mission of the judiciary as a foundational principal, the intent of the Third-Party Use Policy is to serve the needs of the courts, the judicial branch, and the public while providing for the best use of the court facilities subject to and within the limits of all applicable authority. The Third-Party Use Policy is intended to provide for the efficient expenditure of Judicial Council and court resources, funding, and staff time. The Third-Party Use Policy is also intended to be implemented with a specific focus on avoiding and reducing the potential for risk, damage, and loss to the judicial branch.

**4. Who can assist with additional questions and inquire? What other resources and related materials are available?**

In addition to the Third-Party Use Policy itself and these FAQs, please also refer to the *Application for Third-Party Uses of Court Facilities* along with the *Third-Party Use Fee Schedules*, which are available at [www.courts.ca.gov/tpu](http://www.courts.ca.gov/tpu) and upon request. Please contact Judicial Council’s Facilities Services Real Estate at [ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov) or 916-xxx-xxxx for questions, assistance, and other inquiries regarding third-party uses of court facilities.



**B. THIRD-PARTY USES GENERALLY**

**5. Who is a “third party” under the Third-Party Use Policy?**

Third parties subject to the Third-Party Use Policy include *any* person, private entity, organization, firm, business, agency, public entity, non-profit entity, law enforcement agency, or group other than the Judicial Council, courts, and their officers, employees, and staff. For instance, judicial partners such as district attorneys, public defenders, and non-profit entities are considered third parties subject to the Third-Party Use Policy.

**6. Does the Third-Party Use Policy apply to all third parties’ uses? What third-party uses are excluded from the scope of the Third-Party Use Policy?**

Yes, the Third-Party Use Policy generally does apply to any third party’s use of court facilities; however, there are specific exclusions for which the Third-Party Use Policy does not apply, including:

- Media requests specifically to film courtroom proceedings which are instead governed by rule 1.150 of the California Rules of Court and require the judge assigned to the proceeding to rule on the request (for details, see California Rules of Court, rule 1.150); and
- Uses of court facilities by third parties who operate under the Department of Rehabilitation’s (DOR) Business Enterprise Program (BEP) or Vending Machine Unit (VMU) established by state or federal law.

**7. Does the Third-Party Use Policy apply to a court’s use of its court facilities?**

No, the Third-Party Use Policy does not apply to or govern uses of court facilities by the Judicial Council, courts, and their respective judicial officers, employees, and staff acting in their official capacities for purposes related to or concerning the administration of justice and/or the conducting of court operations (e.g., a court staff meeting or an educational workshop hosted solely by a court).

For clarification, court operations outside the scope of the Third-Party Use Policy also include a judicial officer acting in their official capacity in their courtroom (e.g., solemnizing a marriage) when not otherwise conducted as part of a third party’s special event as well as any litigants’ use of court facilities that are in connection with a court proceeding and governed by the judge assigned to that proceeding.

**8. If third parties’ use of court facilities are either “events” or “occupancies” under the Third-Party Use Policy, how is it determined whether a request is for an event or occupancy?**

The Third-Party Use Policy defines the terms event and occupancy, which can be summarized as follows:

	The request is an <b>event</b> if it is:	The request is an <b>occupancy</b> if it is:
<i>General</i>	A short-term or special use of court facilities and is of limited duration	A long-term or on-going use of court facilities
<i>Occurrence</i>	On a single day or a reoccurring series of days (e.g., four straight days, two consecutive Saturdays, etc., but not more than a total of fourteen (14) days)	A continuous, regularly occurring, and/or long-term use of court facilities (e.g., a third party’s standing occupancy of space within the court facilities during its or the court’s normal business hours)
<i>Distinction</i>	Not a continuous or steady use of court facilities; does not occur repeatedly or at regular intervals (e.g., each instance of an annually held event is a separate event)	Not a one-time, special, intermittent, or fleeting use of court facilities
<i>Examples</i>	Ceremonial functions, mock trials, tours, field trips, educational workshops, trainings, symposiums, and commercial filming	Public or non-profit entity office space, self-help and volunteer centers, law libraries, news media workstations, and children’s waiting areas.



**9. What other limitations are there on the Third-Party Use Policy's scope?**

The Third-Party Use Policy has express limitations on its applicability to certain unique circumstances. In the reasonable discretion of Judicial Council staff, the following may not be subject to the Third-Party Use Policy, in whole or in part, or may require special treatment:

- Shared-use facilities (i.e., court facilities that are shared with a county pursuant to a Joint Occupancy Agreement) which may be subject to contractual provisions' varying conditions on third-party uses;
- Bond-indebted facilities for which the terms of any lease-revenue bond documents used in financing the facility's construction may limit the Third-Party Use Policy's applicability or dictate certain conditions on third-party uses; and
- Special circumstances arising from, for example: a disposition/sale of the court facilities (e.g., a lease-to-purchase); the terms of a Transfer Agreement or Joint Occupancy Agreement with a county; the use of unoccupied, vacant, or closed court facilities; the use of court facilities incidental to the terms of a services-operations agreement; and the temporary use of court facilities associated with the performance of a capital construction or other project.

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**C. COURT FACILITIES**

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**10. What facilities are governed by the Third-Party Use Policy?**

The Third-Party Use Policy is intended to capture all court facilities that the Judicial Council controls or manages. This includes the court facilities' surrounding curtilage, rooftops, and parking areas as well as vacant and unimproved parcels.

**11. Does the Third-Party Use Policy cover the conference centers located in the Ronald M. George State Office Complex and the Judicial Council Conference Center located in Sacramento?**

No, the Third-Party Use Policy does not apply to the Ronald M. George State Office Complex's conference centers located at 350 McAllister St. and 455 Golden Gate Ave. in San Francisco, or the Judicial Council Conference Center located on the first floor of 2850 Gateway Oaks Drive in Sacramento. The uses of those spaces are managed, operated, and administered by the Conference & Registration Services and Conference Center & Reception Services units within Judicial Council Leadership Support Services.

**12. What does it mean that court facilities are designated nonpublic forums? Why is this important?**

Unlike other public facilities such as city halls and schools, the United States Supreme Court has held that court facilities are considered nonpublic forums. Thus, court facilities are not "traditionally held open for the use of the public for expressive activities," such as free speech demonstrations, and courts may regulate such activities in court facilities or on their curtilage. (*U.S. v. Grace* (1983) 461 U.S. 171, 178; *see also Comfort v. MacLaughlin* (C.D. Cal. 2006) 473 F.Supp.2d 1026, 1028.) Accordingly, it is important that third-party uses of court facilities preserve a neutral forum that is free of actual or perceived partiality and free of any appearance of bias, prejudice, or favoritism.

**13. Can third parties request use of a court facilities' rooftop and/or for telecommunications purposes?**

The third-party use of court facilities for the placement, installation, maintenance, or modification of telecommunications and other equipment (including, without limitation, antennas, cabling, batteries, and support structures) will only be permitted in those cases that are absolutely necessary or critical for public welfare or that support court operations in the discretion of Judicial Council staff.

The third-party use of a court facilities for telecommunications equipment may be permitted in instances where: (i) the use specifically and directly supports court operations for the administration of justice (such as the installation of distributed antenna systems (DAS) to strengthen signals used by court personnel, law enforcement agencies, and other court users); (ii) the use is critical to and solely for public welfare purposes such as a county's public safety radio communications system; or (iii) the use is required by law.



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**D. ROLES OF THE JUDICIAL COUNCIL AND COURT**

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**14. Who is responsible for administering the Third-Party Use Policy and third parties' uses?**

The Administrative Director of the Courts, or their designee, is responsible for overseeing and implementing the Third-Party Use Policy. Judicial Council staff in Facilities Services Real Estate accordingly handles the general administration of third-party uses including, without limitation:

- Collaborating with the court representative when coordinating and contracting with third-party users;
- Determining, implementing, and enforcing all terms and conditions of a third party's agreement for the use of court facilities; and
- Assessing and collecting all fees for a third party's use of court facilities.

**15. Who is the "court representative" and what are some of their responsibilities under the Third-Party Use Policy?**

The court representative is a court's administrative presiding justice, presiding judge, clerk/executive officer, court executive officer, or their authorized designee, as applicable, which may be updated from time to time, who serves as the Judicial Council's primary point of contact for the court with respect to third-party uses of court facilities. The court representative consequently plays a key and active role with respect to the Judicial Council's review, approval, and administration of third-party requests for and uses of court facilities.

Generally, the court representative is responsible for reviewing and providing the court's consent (if at all) to third-party requests for the use of court facilities as part of Judicial Council staff's application process. The court representative is also responsible, where and to the extent applicable, for overseeing third parties' day-to-day usage of court facilities with the support of Judicial Council Facilities Services. In doing so, the court representative notifies Judicial Council staff if the court receives a request from a third party, a third-party user is not in compliance with the terms of its agreement, or a third-party user is misusing the court facilities.

**16. What should a court do if/when it receives a third-party request for the use of court facilities?**

Except for CEI events discussed below, the court representative should promptly provide the third party with the application and direct them to Facilities Services Real Estate for further handling.

**17. Can the court request that a third party's use be terminated, cancelled, or revoked?**

Yes, the court representative can work in collaboration with Judicial Council staff to determine if a third-party use should be terminated by the Judicial Council in accordance with the terms of the third party's agreement.

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**E. CIVICS EDUCATION INITIATIVE (CEI) EVENTS**

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**18. What is a civics education initiative (CEI) event?**

A "civics education initiative" or CEI event is one of the following specific types of events having an educational or community outreach purpose:

- Mock trial, moot court, and other law-based competitions;
- Courthouse field trips and tours;
- Legal/judicial ceremonial functions; and
- Trainings or educational workshops and symposiums regarding the administration of justice and issues of branch-wide concern.

These civics education initiatives promote a basic understanding of and public confidence in the administration of justice, the courts, the judicial branch, and issues of branch-wide concern. Events in this category are intended to broaden and facilitate access to, understanding of, and trust in court-connected programs and services for all persons and entities served by the judicial branch. Civics education initiatives—which may or may not be sponsored/co-sponsored by a court—typically involve collaborating with justice system partners; other branches of local, state, and federal



government; primary and secondary schools; universities, colleges, and law schools; local, state, and specialty bar associations; and local civic, educational, business, and charitable groups that have an interest in understanding the court system without espousing a particular political agenda.

**19. How are CEI events treated under the Third-Party Use Policy?**

The Third-Party Use Policy acknowledges that “[j]udicial participation in community outreach activities are considered an official judicial function to promote public understanding of and confidence in the administration of justice” and that encouraged outreach activities of the judiciary include developing “local education programs for the public designed to increase public understanding of the court system” and taking “an active part in the life of the community where the participation of the judiciary will serve to increase public understanding and promote public confidence in the integrity of the court system.” (Cal. Stds. Jud. Admin., § 10.5.)

Civics education initiatives are meant to maintain a branch-wide culture that fosters excellence in public service by building strong working relationships with communities, law and justice system partners, and other state and local leaders. It is accordingly appropriate for courts to conduct civics education initiatives at court facilities.

**20. Can courts oversee, manage, and administer CEI events? Are CEI events delegated to the courts?**

Yes. To support and further the principles of CEI events, the Third-Party Use Policy delegates to each court the ability to oversee, manage, and administer the use of court facilities specifically for civics education initiatives.

**21. How are courts to handle CEI events? What is required for courts exercising the delegation of CEI events?**

A court may implement the court’s own application and/or review process consistent with the Third-Party Use Policy’s standards. Consequently, the court and third party requesting the CEI event are not required to submit to Judicial Council staff the application, or obtain the Judicial Council staff approval, that would otherwise be required.

The court and third party must enter into the CEI license agreement template provided by the Judicial Council (available at [www.courts.ca.gov/tpu](http://www.courts.ca.gov/tpu)). The CEI license agreement template needs to be completed and signed by the parties prior to the CEI event’s commencement. A court may not use its own, a third party’s, or other form of agreement for CEI events, except in special circumstances after obtaining Judicial Council staff’s express approval in advance.

To ensure the judicial branch is properly protected against risk and loss, the third party must provide the court with the insurance coverage required in the CEI license agreement template via an additional insured endorsement. If a third party has concerns or issues with providing the required insurance for the CEI event, the court and third party can address that with the Judicial Council on a case-by-case basis prior to the use’s commencement to determine a reasonable solution. See below for types and limits of insurance coverage typically required for CEI events.

For multiple or reoccurring requests by a single third party for a civics education initiative (e.g., a school district’s monthly field trips at the court facilities), the court may utilize a single agreement along with the third party’s corresponding insurance coverage for each occurrence of that civics education initiative.

A court’s lack of compliance with the Third-Party Use Policy’s requirements for CEI events may result in the withdrawal of the court’s delegation.

**22. Is there a fee charged for the use of court facilities for a CEI event?**

No. A fee will not be assessed on a third party for a CEI event.

The third party must otherwise pay or reimburse the court for any costs and expenses (e.g., custodial and security services) incurred for the civics education initiative, as determined by the court and per the Third-Party Use Policy.



**23. Do CEI events have to be delegated to a court? What if a court needs assistance with any aspect of a CEI event?**

No, a court does not have to oversee, manage, and administer its CEI events. A court may instead elect to utilize the Judicial Council’s standard process otherwise described in the Third-Party Use Policy and discussed below for its CEI events.

A court may always request Judicial Council staff to assist with any aspect of a third party’s use of court facilities for CEI events (e.g., requests, applications, agreements, disputes, etc.) regardless of whether or not the court operates under the Third-Party Use Policy’s delegation of CEI events. Please contact Judicial Council’s Facilities Services Real Estate at [ThirdPartyUse@jud.ca.gov](mailto:ThirdPartyUse@jud.ca.gov) or 916-xxx-xxxx for questions, assistance, and other inquiries regarding CEI events.

**24. Are courts required to inform the Judicial Council of each CEI event being handled by the court? Do courts need to report to the Judicial Council on CEI events?**

Courts do not have to inform the Judicial Council of CEI events as they occur because the Judicial Council’s review and approval are not required for CEI events. Courts therefore also do not have to provide the Judicial Council with copies of the executed CEI license agreement and evidence of insurance at the time of each CEI event.

Instead, courts need to report annually to Judicial Council staff on all CEI events involving a third party during the prior year. Courts will only need to provide copies of the executed CEI license agreement and evidence of insurance upon request.

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**F. APPLICATION PROCESS**

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**25. How does a third party request the use of court facilities?**

All third-party requests for the use of court facilities must be submitted to Judicial Council staff via the application prepared by the Judicial Council. The application is available upon request and on the Judicial Council website at [www.courts.ca.gov/tpu](http://www.courts.ca.gov/tpu). As explained above, the application and process discussed here does not apply to civics education initiative (CEI) events if the court is exercising the delegation for those events.

**26. Who processes a third party’s application?**

Except for CEI events, once a complete application is received, Judicial Council staff will process the third party’s application in compliance with the Third-Party Use Policy, including collaborating with the court representative on the court’s review of the request and completion of the portions of the application applicable to the court. Facilities Services Real Estate will communicate with the third party and/or court representative as applicable if further information is required and upon the application’s approval or denial.

**27. How much time or advance notice is required to process a third party’s application?**

Third-party requests for the use of court facilities should be submitted with as much advance notice as possible.

Judicial Council staff will not be expected to take action on any application unless the application is submitted in full at least 45 days before the commencement of the third party’s requested use.

Judicial Council staff will endeavor to process applications as expeditiously as practicable including entering into the corresponding agreement if approved. Failure of a third party to properly submit an application for the use of court facilities at least 45 days before the use’s commencement may be sufficient grounds to deny the request or application. However, any extenuating circumstances of a late submission may be considered and accommodated whenever and to the extent reasonably feasible in Judicial Council staff’s discretion.

Each court will determine its own requirements for the timing and processing of applications for CEI events being handled by the court.



**28. What is required for an application to be approved?**

Judicial Council staff will review and evaluate applications (or, as applicable, the court will review requested uses of court facilities for CEI events) based on, but not limited to, the following:

- The space must be available for the requested use.
- The use must be consistent with the integrity of the judicial process and the overall constitutional and statutory mission of the judicial branch.
- The use must be consistent with the Third-Party Use Policy.
- The use must be consistent with the judicial branch use of the court facilities.
- The use must preserve a neutral forum that is free of both actual or perceived partiality and any appearance of bias, prejudice, or favoritism.
- The use must not have the potential for disruption to or the impairment of proper judicial decorum, court operations, or Judicial Council business including disruptions to regular use or access of the court facilities by court personnel, judicial officers, jurors, litigants, other court users, and members of the public.
- The use must not pose unreasonable risks to the health, safety, or security of the people and property within the court facilities and surrounding areas.
- The use must not lead to unreasonable costs, risk, damage, or liability to the court or the Judicial Council that may be or could become associated with or the result of the requested use.
- The Judicial Council and court must be able to sufficiently provide any resources reasonably required to permit the requested use (e.g., security, staff escort, or custodial services).
- The court facilities being requested must be in a suitable state of repair and condition for use in general and for the specifically requested use.
- The requested use must not require significant or unreasonable alterations or other improvements to the court facilities to effectuate the requested use.
- The use must not be for the purpose of espousing a particular political agenda or conducting campaign activities/fundraising that presents the appearance of bias, prejudice, or favoritism by the court.
- The use must not be inconsistent with any constitutional, statutory, other legal requirements or prohibitions, or Judicial Council/court policies and practices.

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**G. AGREEMENT & INSURANCE REQUIREMENTS**

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**29. Is an agreement required for all third-party uses of court facilities?**

Yes, all third-party users of court facilities are required to enter into an agreement with the Judicial Council for the third party's use of court facilities (or, as applicable, with the court for CEI events).

**30. Can a third party commence its use of court facilities prior to entering into an agreement with the Judicial Council?**

No, a third party may not commence its use of court facilities unless the third party executes the required agreement. The court cannot make an exception to this requirement, and no judicial officer or court employee can waive it.

**31. What type of agreement must a third party enter into to use court facilities?**

In most instances, the required agreement will be the Judicial Council's form(s) of *Revocable, Non-Exclusive License for Use of Real Property* agreement or the CEI license agreement template, and any successor forms of agreement that may be prepared by Facilities Services staff in conjunction with the Judicial Council's Legal Services office. Based on the type of request and circumstances of the use, however, Judicial Council staff will determine the exact form of agreement and the terms and conditions that are in the best interests of the Judicial Council.

**32. What are the typical terms and conditions of the agreement?**

Third-party uses of court facilities are generally subject to, among other requirements, the following conditions:

- Complying with all laws and rules including all health, safety, and security requirements
- Indemnifying the Judicial Council and court, and providing all required insurance coverages





- Reimbursing all incurred costs (custodial, security, repairs, etc.)
- Being subject to the Judicial Council’s termination of the use
- Obtaining all required permits/licenses and providing own equipment and personal property
- No smoking, drugs, gambling, or weapons of any kind and no serving or consuming of alcoholic beverages
- No food or drinks in courtrooms
- No unauthorized alterations or improvements
- Completing any required background checks

**33. Who is responsible for enforcing the terms of a third party’s agreement?**

Facilities Services (or the court for CEI events) is responsible for determining, administering, and enforcing all terms and conditions of a third party’s agreement for the use of court facilities including the assessment and collection of all corresponding fees.

**34. Is insurance typically required for third-party uses of court facilities?**

Yes, all third parties are typically required to have satisfactory insurance (with coverage/limits based on the type of use) that names the Judicial Council and court as additional insureds. Specific requirements are provided during the application process.

**35. What types and limits of insurance coverage are typically required for third-party occupancies and events including CEI events?**

- General liability insurance of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate;
- Automobile liability insurance with limits of not less than \$500,000 per accident;
- Workers’ compensation insurance as required by law; and
- Employer’s liability limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

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**H. FEE SCHEDULES AND RATES**

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**36. What fees are required for third-party uses of court facilities?**

The fee schedules and rates for third-party uses of court facilities are provided in the *Third-Party Use Fee Schedules* which is available upon request and on the Judicial Council website at [www.courts.ca.gov/tpu](http://www.courts.ca.gov/tpu).

**37. How are the fee schedules and rates determined?**

Judicial Council staff establishes a fee structure for third-party uses of court facilities with consideration of the use, user, and market location along with the courts’ needs. The fee structure is developed in a manner that supports the operations of the judiciary, courts, and Judicial Council through the equitable, effective, and efficient assessment of fees on third-party uses as well as the prudent expenditure of judicial branch resources.

**38. What are the geographic markets that are factored into the assessment of fees for certain third-party uses?**

Subject to changes, the four geographic markets are currently:

1. The three Bay Area counties of San Francisco, San Mateo, and Santa Clara;
2. The nine major metro-coastal counties of Alameda, Los Angeles, Marin Orange County, San Diego, Santa Barbara, Santa Cruz, and Ventura;
3. The seven metro-inland counties of Monterey, Napa, Riverside, Sacramento, San Luis Obispo, Solano, and Sonoma; and
4. The thirty-nine rural and other counties.



**39. What are the rate categories for third-party occupancies?**

Subject to changes, the rate categories for third-party occupancies currently consist of the following:

- *Rate 1 – Uses Supporting Court Operations.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose occupancy directly supports court operations for the administration of justice. Third-party users under Rate 1 will be assessed no fee. Rate 1 examples: free legal aid, attorney referral, and dispute resolution services; self-help centers; court-referred volunteer services; victim, juvenile diversion, mental-health, and substance-abuse support programs; local public entities providing juvenile hearings; law libraries; Court Appointed Special Advocates (CASA); commercial telecommunication companies' Distributed Antenna Systems (DAS); and children's waiting rooms/areas.
- *Rate 2 – Public/Non-Profit Entity Uses Not Supporting Court Operations.* Third-party users that are public entities or non-profit entities (i.e., not private entities) whose occupancy does *not* directly support court operations for the administration of justice. Fees under Rate 2 will be based on the court facilities' geographic location, and set with consideration of the court facilities' operating expenses incurred by the Judicial Council as well as the need to support judicial partners. Rate 2 examples: local public entity departments' use of office space for convenience to court facilities including judicial partners (e.g., district attorney, public defender, law enforcement, and city attorney); public and non-profit entities' administrative offices and governing board meeting rooms; and local bar associations' lounge space.
- *Rate 3 – Private Entity Uses Not Supporting Court Operations.* Third-party users that are private entities (i.e., not public entities or non-profit entities) whose occupancy does *not* directly support court operations for the administration of justice. Fees under Rate 3 will be based on the court facilities' geographic location, and set with consideration of the fair market value for the use and facility. Rate 3 examples: private entities' office space; and commercial news media workstations.
- *Rate 4A – Misc.: Food Service Vendors/Commercial Service Providers.* Third-party users that are vendors/commercial service providers offering food services during court business hours such as restaurants, cafeterias, snack shops, coffee carts/kiosks, and convenience/sundries stores. Fees under Rate 4A will be set on a percentage-of-sales basis. Rate 4A examples: courthouse cafeterias; and lobby coffee kiosks.
- *Rate 4B – Misc.: Rooftop/Telecommunications.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose occupancy entails rooftop space and/or telecommunications equipment and does *not* directly support court operations for the administration of justice. Fees under Rate 4B will be based on the court facilities' geographic location, and set with consideration of other state agencies' assessments of such uses along with potential risks associated with the use. Rate 4B examples: commercial telecommunications equipment (e.g., cell towers); and public entities' telecommunications equipment for the public's general benefit (i.e., not exclusively serving the court facilities).
- *Rate 4C – Misc.: Parking.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose occupancy exclusively entails the use of parking lots/garages and does *not* directly support court operations for the administration of justice. Fees under Rate 4C will be based on the court facilities' geographic location, and set with consideration of the fair market value for the use and facility. Rate 4C examples: overflow parking outside of court operating hours (e.g., by neighboring businesses); and use of parking lots for staging purposes (e.g., construction activities, product distribution, etc.).
- *Rate 4D – Misc.: Access/Utilities and Grounds.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose occupancy exclusively entails either (i) the egress/ingress on, over, under, above, or through the court facilities for access and/or utilities purposes or (ii) ground space (e.g., modular building placement), and does *not* directly support court operations for the administration of justice. Fees under Rate 4D



will be set with consideration of the actual costs incurred by the Judicial Council as well as the fair market value for the use and facility. Rate 4D examples: electrical and gas companies’ access to utility hookups; bus shelters; access to perform maintenance to adjacent buildings via the court facilities; and public and non-profit entities’ modular facilities.

**40. What are the rate categories for third-party events?**

Subject to changes, the rate categories for third-party events currently consist of the following:

- *Rate A – CEI Events & Events Relating to the Administration of Justice.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose event relates to the administration of justice as well as CEI events. Third-party events under Rate A will be assessed no fee. Rate A examples: high school mock trial and moot court competitions; bar associations’ legal educational programming; judicial symposiums; law enforcement witness training workshops; elementary school civics field trips; law school attorney swearing-in ceremonies.
- *Rate B – Events Not Relating to the Administration of Justice.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose event does *not* relate to the administration of justice. Third-party events under Rate B will be assessed a flat fee per day of use of the court facilities. Rate B examples: meetings of organizations outside the legal field (e.g., Rotary International, Lions Club International, Girl/Boy Scouts, etc.); cultural and arts festivals; and private wedding receptions.
- *Rate C – Events for Commercial Filming.* All third-party users (i.e., public entities, non-profit entities, and private entities) whose event is for commercial-filming purposes. Third-party events under Rate C will be assessed a flat fee per day of use of the court facilities. Rate C examples: film companies’ movie, commercial, or television production; filming of student or non-profit documentaries; and for-profit witness training or jury selection videos.

**41. How are costs and expenses incurred by the court/Judicial Council addressed?**

In addition to any fees assessed on a third party, the third party is responsible for all costs and expenses related to the use. Any costs and expenses incurred by the Judicial Council or court because of the third party’s use must be paid or reimbursed by the third party, except to the extent otherwise agreed to in the third party’s agreement. These expenses may include, but are not limited to, any costs for security and custodial services; improvements or alterations; additional or overtime staffing; increased utilities usage; all equipment, trade fixtures, and other personal property required for the third party’s use; and any damage or repairs due to the third party’s use.

**42. How are fees assessed for special or atypical circumstances?**

If a third-party use is part of or arises from arrangements involving special circumstances (e.g., dispositions, per a Joint Occupancy Agreement, etc.) or is an atypical or other use that falls outside of the fee schedules’ enumerated types/categories, Judicial Council staff will determine the applicability of the fee structure and will proceed on a case-by-case basis in their reasonable discretion consistent with the intent of the Third-Party Use Policy.

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**I. COMMERCIAL FILMING**

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**43. What requests are considered commercial filming under the Third-Party Use Policy?**

Commercial filming requests consist of the use of court facilities for commercial filming by any means including, but not limited to, the film, electronic, magnetic, digital, or other recording of an image by a third party for a market audience or with the intent of generating income.

Examples of commercial filming requests include feature film, still photography, videography, television broadcast, documentary, or any other similar project, production, or shoot. Commercial filming activities may include the use of actors, models, sets, or props or the advertisement of a product or service. For clarification, an individual, public entity, or



not-for-profit entity's use of court facilities for filming purposes may be classified as commercial filming; and news media requests specifically to film court proceedings governed by rule 1.150 of the California Rules of Court are not considered commercial filming

**44. What filming is considered ancillary, not commercial, under the Third-Party Use Policy?**

The ancillary, incidental, or non-commercial filming during a third party's otherwise-permissible use of court facilities is not considered to be a commercial filming request. Examples of such non-commercial filming include, without limitation: the filming of a student mock trial/moot court competition for record-keeping purposes; the filming of witness testimony training (e.g., law enforcement, juveniles, etc.) that is specifically for the third party's educational purposes and not for commercial distribution (as compared to the filming of resources/aides for jury selection marketed to private law firms for purchase which would be commercial filming); the filming of swearing-in or award ceremonies related to the administration of justice.

**45. What court facilities can third parties request to use for commercial filming?**

Commercial filming may be permitted at non-operating (closed) court facilities, as follows: (i) interior commercial filming in court-approved areas and (ii) exterior commercial filming; provided, however, that commercial filming is *never permitted* of the seal of the court, court/building name, judicial officers/staff, jurors, litigants, court users, other certain court images, and other limitations as may be specified by the Judicial Council or court. Contact Facilities Services Real Estate for more information on closed court facilities currently available to use for commercial filming.

No commercial filming is permitted at operating (open) court facilities at any time of day, as follows: (i) no interior commercial filming; (ii) no exterior commercial filming (including parking areas and curtilage); and (iii) public sidewalks/streets are not considered part of court facilities, but any commercial filming thereon should not interrupt or interfere with court operations.

**46. What other conditions apply to commercial filming at court facilities?**

The entirety of the use of the court facilities for commercial filming shall be considered in the fee assessment including prior to filming, staging, set up, during filming, take down, clean up, after filming, parking, over-night storage, and any other such times and uses. In addition to satisfying all other requirements, any third party permitted to use court facilities for commercial-filming purposes will be responsible for and required to obtain all permits and other approvals from any authorities having jurisdiction (e.g., the California Film Commission) that may be necessary for or related to conducting the filming. The third party may be required to provide Facilities Services with copies of such permits and approvals prior to commencing its use.

—End of FAQs—

Facility No: [REDACTED]  
Facility Name: [REDACTED]  
Facility Address: [REDACTED]



Judicial Council of California  
Facilities Services  
455 Golden Gate Avenue, San Francisco, CA 94102

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**REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY**

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This Revocable, Non-Exclusive License for the Use of Real Property (“**License**”) is made and entered into, as of the date this License is signed by the last Party to sign, by and between the Judicial Council of California (“**Judicial Council**” or “**Licensor**”) and [REDACTED] (“**Licensee**”). In this License, the Judicial Council and Licensee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

**A.** The Judicial Council has jurisdiction over the facility (“**Building**”) located at [REDACTED], or the portion thereof that is the subject of this License, commonly known as [REDACTED] (Judicial Council # [REDACTED]), collectively referred to herein as applicable as the “**Property.**”

**B.** The Property is occupied and used by the Superior Court of California, County of [REDACTED] (“**Court**”), and managed by the Judicial Council.

**C.** Notwithstanding the foregoing, the Court’s occupancy and use of the Property  **is** –or–  **is not** shared with the County of [REDACTED] (“**County**”).

**D.** Licensee desires to obtain from the Judicial Council, and the Judicial Council desires to grant to Licensee, rights to access and use the portion of the Property set forth herein (“**Premises**”) for the purpose of maintaining and operating [REDACTED] pursuant to the terms of this License.

**E.** The Judicial Council  **has** –or–  **has not** financed the construction of the Building through issuance of State Public Works Board (“**SPWB**”) lease revenue bonds (“**Bonds**”), which were in part secured by site and facility leases between the Judicial Council and SPWB pertaining to the Property (“**Bond Documents**”). If the Building is

subject to such Bond Documents as determined by the Judicial Council, then the Parties acknowledge and agree that the following provisions (“**Bond Provisions**”) apply to and govern this License; alternatively, if the Building is not subject to any Bond Documents, the following Bond Provisions are of no force or effect:

E-1. Bond Documents. This License is subordinate to the Bond Documents including, but not limited to, that certain Site Lease (“**Site Lease**”) and Facility Lease (“**Facility Lease**”), both dated as of [INTENTIONALLY OMITTED], entered into by and between the SPWB and Judicial Council, as well as any and all amendments, extensions, renewals, modifications, refinances, and replacements of the Site Lease and Facility Lease. The Site Lease was recorded in the Official Records of [INTENTIONALLY OMITTED] County on [INTENTIONALLY OMITTED], as Document No. [INTENTIONALLY OMITTED], and the Facility Lease was recorded in the Official Records of [INTENTIONALLY OMITTED] County on [INTENTIONALLY OMITTED], as Document No. [INTENTIONALLY OMITTED]. Copies of the Bond Documents are available upon request. The SPWB is not a party to this License; however, Licensee acknowledges that the SPWB shall enjoy the same protections and rights enjoyed by, but not the responsibilities, obligations, or liabilities of, the Judicial Council under this License.

E-2. Quiet Enjoyment. As a condition to issuing the Bonds, it is required, among other things, that the Judicial Council and SPWB’s quiet enjoyment and beneficial use of the Building not be materially impaired at any time during the term of the Bond Documents.

E-3. Subordination to Bonds. Notwithstanding any provision of the License to the contrary, all rights of control, use, occupancy, and enjoyment of the Premises by Licensee are hereby subordinate and subject to the rights, covenants, and obligations as set forth in the Bond Documents.

E-4. Bond Refinancing(s). To the extent the Bonds have previously been or will be refunded or refinanced at any time on one or more instance(s) including, but not limited to, the terminating, amending, and/or restating of the Facility Lease and Site Lease, the foregoing subordination of this License to the Bonds and the Bond Documents shall be automatically self-executing without any further requirement or action on the Parties to maintain said subordination. Notwithstanding, upon request of the Judicial Council or SPWB, Licensee shall execute any further writings as may be reasonably required to separately memorialize and confirm this License’s continued subordination to the Bonds.

E-5. Consent of the SPWB. The grant of rights to Licensee in this License is conditioned upon the written consent of the SPWB to this License, and without this consent, as evidenced by SPWB’s signature below, this License is null and void.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

## **AGREEMENT**

**1. Incorporation of Recitals.** The foregoing provisions of the Recitals are true and correct and are incorporated into this License by this reference.

**2. Grant of License.** The Judicial Council hereby grants to Licensee and its agents, employees, and invitees a revocable License to enter and use the Premises for the purposes, and at the times, set forth herein this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Premises, whether or not of record.

**3. Description of Premises Licensed.** The Premises consist of approximately **Insert #** square feet **Describe what space is being used and/or its location (ex: “on the third floor” or “of Room 324” or “of the northwest corner of the first floor,” etc.)** in the Building, as shown on **Exhibit “A”** attached hereto.

**4. Commencement Date.** This License shall be effective as of and commence on **Insert Date, 20** (“**Commencement Date**”), and shall continue until it is terminated as provided in the Termination provision herein.

**5. Termination.** From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving thirty (30) days’ prior written notice of the termination of this License to the other Party. In addition to the foregoing, (i) the Judicial Council shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the Judicial Council’s sole discretion; (ii) the Judicial Council shall have the right to terminate this License if Licensee fails to satisfy the Court’s requirements for any Background Checks (defined below) as so provided for herein this License; and (iii) this License shall immediately and automatically terminate upon: (a) the sale or other conveyance of the Property to a party other than the State of California; or (b) relocation of the operations of the Court at the Property to an alternate location.

**6. Purpose of License.** The purpose of this License is to allow Licensee to enter, occupy, and use the Premises for the sole purpose set forth in the Recitals of this License, and other purposes reasonably related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions set forth in this License. Licensee may only access and use the Premises Monday through Friday during the Court’s

normal business hours at the Building (except for Court holidays and furloughs, and as may change from time to time). This License is personal to Licensee and does not grant Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, Court, or any of their respective programs or operations.

**7. Consideration.** Consideration for this License is Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License.

**7.1 License Fee.** In further consideration of this License, Licensee shall pay to the Judicial Council a license fee in the monthly amount of \$ [REDACTED], in advance, on the first day of each calendar month, starting on the Commencement Date (“**License Fee**”). If the License Fee is payable for any partial calendar month, the License Fee will be prorated based on the number of calendar days in the applicable calendar month. The Judicial Council shall deposit all sums paid under this License into the State Court Facilities Construction Fund to be applied toward debt service payments for the Building.

**7.2 Annual Increases.** The License Fee shall be increased by an amount equal to four percent (4%) of the then-current License Fee commencing one (1) year after the Commencement Date, or the first day of the first full month thereafter if the Commencement Date falls on a date that is not the first day of the calendar month (“**Anniversary Date**”), and then yearly on each Anniversary Date thereafter during Licensee’s occupancy of the Premises. Licensee hereby acknowledges and agrees that such increases in the License Fee shall be payable by Licensee on the dates set forth above without any requirement for additional demand or notice from the Judicial Council.

**7.3 Payment; Late Fees.** Each monthly installment of the License Fee shall reference Facility No. “[REDACTED]”; shall be made payable to: *The State of California, Judicial Council*; and sent to:

Judicial Council of California  
Attn: Branch Accounting & Procurement  
(for the Benefit of the State Public Works Board Bond Payment)  
455 Golden Gate Avenue, 6th Floor  
San Francisco, California 94102

If the License Fee is not received by the Judicial Council within ten (10) days following the date that the License Fee is due, then in addition to such License Fee, Licensee shall promptly deliver to the Judicial Council a late fee equal to five percent (5%) of the License Fee, or Fifty Dollars (\$50.00), whichever amount is greater.

**8. Notices.** Any notices required or permitted to be given under the terms of



this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council: Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
455 Golden Gate Avenue  
San Francisco, CA 94102  
OR  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: - -  
Email: JCCRealEstate@jud.ca.gov

With a copy to: Judicial Council of California  
Facilities Services  
Attention: Manager, Real Estate  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-263-7999

In addition, all notices by Licensee relating to termination of this License or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California  
Branch Accounting & Procurement  
Attention: Manager, Contracts  
455 Golden Gate Avenue  
San Francisco, CA 94102  
Voice: 415-865-7989

If to Licensee: Insert Licensee Name  
Attention:   
Street Address  
City, State, Zip  
Voice: - -  
E-mail: @

## 9. Conditions.

9.1 Compliance. Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Judicial Council. Licensee's use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

9.2 Health and Safety Directives. Licensee must at all times adhere to all applicable local, state, and national health and safety directives, as well as any current operating plan of the Court in compliance therewith, that are in effect or may become effective during Licensee's use and occupancy of the Premises including, but not limited to, social distancing, face covering requirements, self-assessments, medical screenings, and proper cleaning procedures. Failure of Licensee to so comply with such health and safety directives of any authority having jurisdiction or of the Court shall be considered a material breach of this License and grounds for its immediate termination in the Judicial Council's sole discretion.

### 9.3 Improvements.

9.3.1 Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee shall make any improvements or alterations to the Premises that are approved by the Judicial Council in compliance with law and at Licensee's sole cost and expense.

9.3.2 Unless otherwise agreed to in writing by Licensee and the Judicial Council, all improvements and alterations to the Premises that are approved by the Judicial Council and made by Licensee will be the property of the Judicial Council and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee including, without limitation, the cost to repair any damage done to the Premises or the Property in removing those improvements and alterations.

9.3.3 The Judicial Council may remove any improvements or alterations to the Premises or the Property that are (i) not approved by the Judicial Council, but that are nevertheless installed by or on behalf of Licensee, or (ii) that are not removed

by Licensee when required to do so in accordance herewith. Any such removal of improvements or alterations by the Judicial Council shall be at Licensee's sole cost and expense including, without limitation, any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations, which shall be paid to the Judicial Council within thirty (30) days of Licensee's receipt of any invoice therefor.

9.3.4 Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

9.4 "AS-IS." The Premises are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.

9.5 Compliance with Laws and Regulations. In the exercise of any privilege granted by this License, Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. Licensee must also comply with all Judicial Council and Court rules and regulations relating to the use of the Premises and the Property that are currently in effect or may be implemented, as updated from time to time.

9.6 Operation. Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Premises or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. Licensee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the Judicial Council and the Court.

9.7 Security/Access. Licensee will at all times comply with all security access and screening requirements in effect at the Property. Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

9.8 Key Cards; Badges. Any and all security badges, keys, access cards, or other security clearance items distributed or provided to Licensee, its employees, agents, and contractors shall be exclusively and solely for official purposes to access and use the Premises pursuant to this License; shall not be used for any unpermitted, inappropriate, or other purposes whatsoever; and shall be immediately returned and relinquished either (i) upon the expiration or earlier termination of this License and/or any Licensee employee, agent, or contractor's relationship with Licensee or (ii) upon specific request by the Judicial Council or Court in their sole determination and for any or no reason whatsoever.

9.9 Background Checks. Licensee shall coordinate with the Court regarding any background checks and security clearances of Licensee, its employees, agents, and contractors, which may be reasonably required by the Court ("**Background Check(s)**"). If any Background Checks are necessary, the Court will conduct the background checks and notify Licensee if each applicable individual is approved to have access to the Premises. If allowable by the Court, Licensee may instead conduct any such necessary Background Checks in lieu of the Court and provide to the Court suitable documentation evidencing Licensee's completion of any necessary Background Checks. If the Court requires Background Checks of Licensee's employees, agents, or contractors, Licensee shall not allow any such individual(s) access to the Premises unless and until the individual(s) completes a Background Check to the satisfaction of the Court, as applicable. Licensee shall be responsible for all costs and expenses related to Background Checks and, to the extent applicable, Licensee shall promptly reimburse the Court for all actual and reasonable costs and expenses associated with any Background Checks required hereunder. If Licensee does not comply with these terms or does not satisfy the Court's requirements to pass any such Background Checks, the Judicial Council may terminate this License effective upon delivery of written notice to Licensee upon which Licensee will not be permitted to access the Premises except as specifically allowed and conditioned by the Court.

9.10 Insurance. Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in **Exhibit "B,"** which is attached to and made a part of this License.

9.11 Damage. Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council, or the Court, is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and the express agreement of Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council and the Court.

9.12 Indemnification. Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council,

the Court, and their respective judicial officers, employees, and agents from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever including, without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property (“**Indemnified Loss**”). An Indemnified Loss includes, without limitation, court costs, penalties, fines, liens, judgments, consultants’ fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Judicial Council and/or the Court directly or indirectly arising from or related to the exercise by Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of Licensee, including from any failure by Licensee to comply with the terms of this License. Licensee’s obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Judicial Council or the Court that is tendered to Licensee; shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false; and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, the Court, or their respective officers, employees, or agents. Licensee’s indemnification and defense obligations under this section shall survive the termination or expiration of this License.

9.13 Storage. Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of this License, at the sole cost and expense of Licensee, as directed by the Judicial Council.

9.14 Licensee’s Personal Property. Licensee will be solely responsible for any risk of loss, damage to, or destruction of Licensee’s personal property located within the Premises or otherwise on the Property. The Judicial Council shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees, or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from Licensee’s loss of use of the Premises or any such personal property. Any property of Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of Licensee.

9.15 Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

9.16 Future Requirements. In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.

9.17 Attempted Variations. There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.

9.18 Surrender. Upon the termination of this License, Licensee shall surrender the Premises to the Judicial Council in the same condition as the Premises were in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the Property, except as otherwise provided in this License or agreed to in writing by the Judicial Council and Licensee.

## **10. Rules of Conduct on the Property.**

10.1 No Disturbances. Licensee, its employees, and invitees shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property including, without limitation, the entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties; (ii) members of the public in transacting business or obtaining services provided on the Property; or (iii) other occupants, employees, and invitees of the Property from accessing or using the Property.

10.2 No Gambling. Licensee, its employees, and invitees shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

10.3 Drug- and Alcohol- Free Environment. Licensee will not knowingly permit any person to enter upon the Property (i) that is under the influence of alcohol or of any non-prescribed drug defined by the state or federal government as a “controlled substance” or (ii) that is otherwise intoxicated. The possession, sale, or use of any “controlled substance” (except when permitted by law) and the consumption or serving of alcohol on the Property is prohibited.

10.4 No Smoking. Smoking in any form or manner including, without limitation, vaping shall not be permitted on the Premises at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to and the exterior of the Property.

10.5 No Weapons or Explosives. Licensee, its employees, and invitees, while on the Property, are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

## 11. General Provisions.

11.1 No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall Licensee permit the use of any portion of the Premises by others without the prior written consent of the Judicial Council, which consent will be given or withheld by the Judicial Council in its sole discretion.

11.2 Anti-Discrimination. Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of, without limitation, the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

11.3 Governing Law. This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions. The venue for any action brought with respect to the enforcement or interpretation of the provisions herein or otherwise related to this License shall be with the Superior Court of California in the County in which the Property is located.

11.4 License Temporary in Nature. Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.

11.5 Relationship of the Parties. Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State of California, the Judicial Council, or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave,

or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

11.6 Certification of Authority to Execute this License. Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.

11.7 No Relocation Assistance. Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Judicial Council, or the Court.

11.8 Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

11.9 Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

11.10 Counterparts and Electronic Execution. This License may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this License may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this License, with such scanned and electronic signatures having the same legal effect as original signatures.

**[SIGNATURES ON FOLLOWING PAGE(S)]**



**ACCEPTED AND AGREED TO:**

**LICENSEE:**

**NAME OF LICENSEE**

By: \_\_\_\_\_  
Name: **Insert Name**  
Title: **Insert Title**  
Date: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_

**LICENSOR:**

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By: \_\_\_\_\_  
Name: **Attorney Name**  
Title: Attorney  
Date: \_\_\_\_\_

*Only if subject to the Bond Provisions, as indicated in the Recitals above:*

**CONSENT**

**STATE PUBLIC WORKS BOARD**

By: \_\_\_\_\_  
Name: Koreen H. van Ravenhorst  
Title: Deputy Director  
Date: \_\_\_\_\_

**EXHIBIT "A"**

**DEPICTION OF PREMISES**

[To Be Inserted]

SAMPLE

## EXHIBIT "B"

### INSURANCE REQUIREMENTS

#### 1. General Requirements.

1.1 During the period of time Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance that is issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide and are approved to do business in the State of California, or that is through a program of self-insurance with excess coverage.

1.2 Before commencement of its use, Licensee will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The certificates of insurance must clearly indicate the following:

1.2.1 The State of California, Judicial Council, and Court as well as either or both the County (if a joint occupant of the Property, as indicated in the Recitals above) and the SPWB (if this License is subject to the Bond Provisions, as indicated in the Recitals above), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced, but only with respect to liability assumed by Licensee under the terms of this License;

1.2.2 The insurance policy being referenced will not be materially changed or cancelled without thirty (30) days' prior written notice to the Judicial Council;

1.2.3 The insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council, or Court as well as the County or SPWB (if either or both applicable), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and

1.2.4 Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, or Court as well as the County or SPWB (if either or both applicable), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises or Property.

1.3 The Certificates of Insurance shall be addressed as follows:

Judicial Council of California  
Facilities Services  
455 Golden Gate Avenue, 8th Floor  
San Francisco, CA 94102  
Attn: Risk Management  
Email: rmu@jud.ca.gov

**2. Insurance Requirements.** Before the commencement of the use of the Premises authorized by the terms of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force:

2.1 Commercial General Liability. Commercial general liability insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

2.2 Commercial Automobile Liability. When an automobile is used in connection with the use of the Premises, automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.

2.3 Workers' Compensation and Employer's Liability. Workers' compensation insurance as required by law. Employer's liability limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

Facility No: [REDACTED]  
 Facility Name: [REDACTED]  
 Facility Address: [REDACTED]



**Judicial Council of California  
 Facilities Services  
 455 Golden Gate Avenue, San Francisco, CA 94102**

**REVOCABLE, NON-EXCLUSIVE LICENSE FOR  
 THE SHORT-TERM OR SPECIAL USE OF REAL PROPERTY**

This Revocable, Non-Exclusive License for the Short-Term or Special Use of Real Property (“**License**”) is made and entered into, as of the date this License is signed by the last Party to sign (“**Effective Date**”), by and between the Judicial Council of California (“**Judicial Council**” or “**Licensor**”) and [REDACTED] (“**Licensee**”). In this License, the Judicial Council and Licensee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

**A.** The Judicial Council has jurisdiction over the facility (“**Building**”) located at [REDACTED], or the portion thereof that is the subject of this License, commonly known as [REDACTED] (**Insert Courthouse/Building Name**) (Judicial Council # [REDACTED]), collectively referred to herein as applicable as the “**Property**.” The Property is managed by the Judicial Council on behalf of the Superior Court of California, County of [REDACTED] (“**Court**”), which has rights to occupy and use the Property.

**B.** Licensee desires to obtain from the Judicial Council the non-exclusive, revocable right to the short-term or special use of the portion of the Property for the purpose described and subject to the conditions of this License, defined as follows:

<b>Licensed Areas</b>	Describe in sufficient detail the space being used and/or its location (example: “the third floor of the Building” or “Room 324 of the Building” or “the northwest corner of the parking lot of the Property” etc.)		
<b>Purpose</b>	Insert sufficiently detailed description of Licensee’s use		
<b>Licensed Date(s)</b>	<b>Start Time(s)</b>	<b>End Time(s)</b>	
[REDACTED]	[REDACTED]	[REDACTED]	

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

**AGREEMENT**

**1. Grant of License.** The Judicial Council hereby grants to Licensee and its agents, employees, and invitees a revocable and non-exclusive right to enter and use the Licensed Areas within the Property specifically and only for the Purpose, and at the times, set forth herein this License. This License covers only those areas in or about the Property necessary to engage in the activities expressly enumerated in this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Licensed Areas, whether or not of record. This License is personal to Licensee and does not grant Licensee any ownership, leasehold, easement, possessory, or other real property interest or estate in the Licensed

Areas or the Property. In no event shall Licensee represent itself or its operations in the Licensed Areas as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, Court, or any of their respective programs or operations.

**2. Licensed Areas.** All activities of Licensee shall be conducted within the Licensed Areas. The Licensed Areas within the Building and/or Property, described above, include the applicable common areas thereof (e.g., hallways, restrooms, etc.). The Licensed Areas do not include and Licensee is strictly prohibited from accessing the restricted hallways behind any courtrooms or the offices, jury rooms, restrooms, and other areas adjacent to those restricted hallways as well as any other area of the Property designated at any time as restricted by the Judicial Council or Court.

**3. Licensed Date(s)/Time(s) of Use; Maximum Period Covered.** This License shall be effective for the temporary, revocable, and non-exclusive use of the Licensed Areas only on the Licensed Date(s) at the Start and End Time(s) specifically set forth above. Under no circumstances whatsoever shall Licensee's use of the Licensed Areas, Building, or Property authorized by this License begin earlier, extend beyond, or otherwise be authorized outside of said Licensed Date(s) and corresponding Start and End Time(s) described in this License.

**4. Purpose of Licensee's Use.** This License allows Licensee to enter, occupy, and use the Licensed Areas solely for the Purpose specifically set forth above, and other purposes strictly related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions of this License.

**5. Consideration.** Consideration for this License is Licensee's full and timely compliance with the terms, conditions, and restrictions set forth in this License.

5.1 License Fees; Payment; Late Fees. In further consideration of this License, Licensee shall pay to the Judicial Council a license fee in the amount of \$ [REDACTED] ("License Fee"). License shall pay the applicable Licensee Fee to the Judicial Council **by or before five (5) business days from the Effective Date** of this License, which is the date of the last Party to sign, without the issuance of an invoice from the Judicial Council therefor. The License Fee shall reference "Facility No. [REDACTED]"; shall be made payable to: *The State of California, Judicial Council*; and sent to:

Judicial Council of California  
Attn: Branch Accounting & Procurement  
455 Golden Gate Avenue, 6th Floor  
San Francisco, California 94102

If the applicable License Fee is not timely received by the Judicial Council, then the Judicial Council may elect, in its sole discretion, to notify Licensee of the assessment of a late fee on Licensee, in addition to the applicable License Fee, equal to five percent (5%) of the total License Fee or Fifty Dollars (\$50.00), whichever amount is greater, which shall if assessed be due and payable with the License Fee.

**6. Notices.** Any notices or requests for consent/approval required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to Licensee:

Insert Licensee Name  
Attention: [REDACTED]  
Street Address  
City, State, Zip  
Voice: [REDACTED]  
E-mail: [REDACTED]@

If to the Judicial Council: Judicial Council of California  
Facilities Services  
Attention: Associate Facilities Analyst  
2860 Gateway Oaks Drive, Suite 400  
Sacramento, CA 95833  
Voice: 916-643-7074

With a copy emailed to: JCCEventLicenses@jud.ca.gov

**7. Licensee Responsibility for Expenses of and Coordination with the Court.**

7.1 Coordination with Court. Licensee shall have an affirmative duty to coordinate its activities with the Court, and Licensee shall be responsible for any additional expenses that may be required by the Court, pursuant to this License. Any costs required by the Court shall be in addition to any License Fee otherwise required under this License.

7.2 Security. Licensee shall be financially responsible for any security costs necessary to ensure adequate security to safeguard the public and the Property during the Licensed Date(s) because of Licensee's use of the Licensed Areas including, without limitation, all set up and tear down activities ("**Security Costs**"). The Parties acknowledge and agree that the Court shall determine the amount of said Security Costs related to this License, if any.

7.3 Custodial Services. Licensee shall be responsible for maintaining the Licensed Areas in a clean and orderly fashion and shall arrange for all refuse generated by the event to be removed from the Property and properly disposed of at the Licensee's sole expense. In addition, Licensee shall be financially responsible for the costs of any custodial and janitorial costs necessary to ensure that the Building and Property are kept, maintained, and returned in an acceptable condition because of Licensee's use of the Licensed Areas ("**Custodial Costs**"). The Parties acknowledge and agree that the Court shall determine the amount of said Custodial Costs related to this License, if any.

7.4 Payment to the Court. Licensee shall be responsible for coordinating with the Court regarding Licensee's payment to the Court for any additional Security Costs and/or Custodial Costs. Except as otherwise agreed to in writing by the Court, Licensee shall pay for all applicable Security Costs and/or Custodial Costs a minimum of five (5) business days prior to the first Licensed Date.

7.5 Attendees. If requested or required by the Court, in the Court's sole discretion, Licensee shall submit to the Court a list of Licensee's attendees, invitees, employees, volunteers, contractors, and all others that will occupy, use, or access the Property because of Licensee's use of the Licensed Areas under this License.

***Licensee hereby acknowledges that it has read and specifically consents to the terms and conditions of the foregoing provisions of this section 7.*** Licensee's Initials: \_\_\_\_\_

**8. Termination; Revocation.**

8.1 Licensee Termination. From and after the Effective Date, Licensee shall have the right and option to terminate this License, and cancel its use of the Licensed Areas, effective upon and by the giving of no less than twenty-four (24) hours' prior written notice of the termination to the Judicial Council.

8.2 Judicial Council Termination/Revocation. From and after the Effective Date, the Judicial Council or Court shall have the right and option, at any time prior to or during the Licensed Date(s), to terminate or revoke this License, with or without cause, including the need for the Court to utilize the Licensed Areas, Licensee's non-compliance with the terms of this License, or for any or no reason whatsoever. The Judicial Council will make reasonable efforts, and will at all times endeavor, to inform

Licensee of the termination or revocation of this License with as much advance notice as possible should the situation arise.

8.3 Termination Prior to Start. In the event this License is terminated by either Party or otherwise revoked prior to the Licensed Date(s), Licensee will not be responsible or liable for the payment of any fees, charges, or penalties. Any amounts paid by Licensee under this License in advance (e.g., License Fee, Security/Custodial Costs) shall be returned to Licensee as soon as can be accomplished.

8.4 Termination After Start. In the event this License is terminated or revoked by the Judicial Council after the Start Time of the first Licensed Date, then the payment of any amounts owed by Licensee, and/or the return of any amounts to be reimbursed to Licensee, under this License shall be prorated based on the period that Licensee was entitled (i.e., able) to use the Licensed Areas under this License and when this License was so terminated or revoked.

8.5 Costs Actually Incurred. Notwithstanding the foregoing or anything to the contrary, Licensee will at all times remain responsible for the payment of costs and expenses pursuant to this License that are actually incurred by the Judicial Council and Court because of the rights granted in this License such as, without limitation, for Security Costs and/or Custodial Costs that could not be timely cancelled or for damages to the Property caused by Licensee's use.

**9. Prohibition on Filming and Broadcasts.** Licensee acknowledges and agrees that Licensee is strictly prohibited from broadcasting, in any manner or form whatsoever, any material filmed during, for, or related to Licensee's use of the Licensed Areas, Building, or Property expressly including, but specifically not limited to, within any courtroom whenever said filmed material displays or shows any identification or identifying information (such as logos, seals, signage, or the like) of the Superior Court of California, the Judicial Council of California, and/or the State of California. Any violation of this provision is subject to strict enforcement of all rights and remedies by the Judicial Council in accordance with any and all applicable state and federal laws as well as the terms of this License.

## **10. Conditions.**

10.1 "AS-IS." The Licensed Areas are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Licensed Areas or the Property during the period of Licensee's occupancy of the Licensed Areas.

10.2 Compliance. Any use made of the Licensed Areas and any construction, maintenance, repair, or other work performed thereon by Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Judicial Council. Licensee's use of the Licensed Areas shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

10.3 Health and Safety Directives. Licensee must at all times adhere to all applicable local, state, and national health and safety directives, as well as any current operating plan of the Court in compliance therewith, that are in effect or may become effective during Licensee's use and occupancy of the Licensed Areas including, but not limited to, proof of vaccination(s), social distancing, face covering requirements, self-assessments, medical screenings, and proper cleaning procedures. Failure of Licensee to so comply with such health and safety directives of any authority having jurisdiction or of the Court shall be considered a material breach of this License and grounds for its immediate termination in the Judicial Council's sole discretion.

10.4 No Posters or Signs; Structure Alterations. Except as expressly approved in writing in advance by the Judicial Council in its sole and absolute discretion, Licensee shall not under any circumstances: (i) post signs or banners on any part of the Licensed Areas or the Property, or (ii) alter any existing structures, signs, or improvements, or any ingress and egress routes, in or on the Licensed Areas or the Property, or (iii) install/drive stakes, poles, or other materials of any kind into any floor, hardscape, asphalt, concrete, or landscape of the Building or Property.



10.5 No Improvements.

10.5.1 Licensee will not make any improvements or alterations of any kind to the Licensed Areas or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, except and unless with the prior, express written approval of the Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee shall make any improvements or alterations to the Licensed Areas that are approved by the Judicial Council in compliance with law and at Licensee's sole cost and expense.

10.5.2 Unless otherwise agreed to in writing by Licensee and the Judicial Council, all improvements and alterations to the Licensed Areas that are approved by the Judicial Council and made by Licensee will be the property of the Judicial Council and will remain in and a part of the Licensed Areas when Licensee vacates the Licensed Areas. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Council-approved improvements or alterations from the Licensed Areas, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee including, without limitation, the cost to repair any damage done to the Licensed Areas or the Property in removing those improvements and alterations.

10.5.3 The Judicial Council may remove any improvements or alterations to the Licensed Areas or the Property that are (i) not approved by the Judicial Council, but that are nevertheless installed by or on behalf of Licensee, or (ii) that are not removed by Licensee when required to do so in accordance herewith. Any such removal of improvements or alterations by the Judicial Council shall be at Licensee's sole cost and expense including, without limitation, any costs associated with repair of any damage done to the Licensed Areas or the Property in removing those improvements or alterations, which shall be paid to the Judicial Council within thirty (30) days of Licensee's receipt of any invoice therefor.

10.6 Compliance with Laws and Regulations. In the exercise of any privilege granted by this License, Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. Licensee must also comply with all Judicial Council and Court rules and regulations relating to the use of the Licensed Areas and the Property that are currently in effect or may be implemented, as updated from time to time.

10.7 Operation. Licensee shall confine its activities on the Licensed Areas strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Licensed Areas or Property or any area or space within the Licensed Areas or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Licensed Areas or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Licensed Areas or on the Property. Licensee shall at all times maintain the Licensed Areas in a clean, sanitary, and orderly condition satisfactory to the Judicial Council and the Court. Licensee shall instruct participants not to touch, move, disturb, or in any way interfere with evidence, exhibits, furniture, or any other materials which may be left in a courtroom.

10.8 No Court Services or Equipment. The use of Court staff, services, or audio-visual, sound, or information-technology equipment by Licensee is not included in or granted by this License.

10.9 Security/Access. Licensee will at all times comply with all security access and screening requirements in effect at the Property. Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

10.10 Insurance; General & Coverage Requirements.

10.10.1 Licensee will, at all times during the period of Licensee's occupancy of the Licensed Areas, provide and maintain, at its sole expense, insurance of the type and with coverage amounts as set forth in this section, as follows; provided, however, that the Judicial Council reserves the right, at any time and in its reasonable discretion, to increase or otherwise adjust the insurance limits that are required.

10.10.2 During the period of time Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance that is issued by an insurance company or companies that are rated "A-VII" or higher by A.M. Best's key rating guide and are approved to do business in the State of California, or that is through a program of self-insurance with excess coverage.

10.10.3 Before commencement of its use, Licensee will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. The certificates of insurance must clearly indicate the following:

10.10.3.1 The State of California, Judicial Council, and Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced, but only with respect to liability assumed by Licensee under the terms of this License;

10.10.3.2 The insurance policy being referenced will not be materially changed or cancelled without thirty (30) days' prior written notice to the Judicial Council;

10.10.3.3 The insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and

10.10.3.4 Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Licensed Areas or Property.

10.10.4 Licensee's Certificates of Insurance shall be sent to the Judicial Council at [JCCEventLicenses@jud.ca.gov](mailto:JCCEventLicenses@jud.ca.gov).

10.10.5 Before the commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force:

10.10.5.1 *Commercial General Liability.* Commercial general liability insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of Licensed Areas, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.

10.10.5.2 *Commercial Automobile Liability.* When an automobile is used in connection with the use of the Licensed Areas, automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.

10.10.5.3 *Workers' Compensation and Employer's Liability.* Workers' compensation insurance as required by law. Employer's liability limits not less than \$1,000,000 for each

accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

10.11 Damage. Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council, or the Court, is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and the express agreement of Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council and the Court. If any property whatsoever is damaged as a result of Licensee's use of the Property or in the exercise of the privileges granted to Licensee by this License, Licensee shall be solely responsible, at its own expense, for repairing any such damage or replacing such property to the satisfaction of the Judicial Council. If any damaged property of any kind cannot be repaired or replaced to the Judicial Council's satisfaction, the Licensee shall be liable for all damages caused by Licensee including, but not limited to, the decrease in value of the damaged property.

10.12 Indemnification. Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council, the Court, and their respective judicial officers, officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, sureties, and attorneys, whether past or present ("**State Parties**") from any and all losses, damages, costs, liabilities, claims, expenses, judgments, fees, penalties, and interest, including, but not limited to, reasonable attorney fees and costs incurred by the State Parties, that arise from, relate to, or are in connection with, directly or indirectly, the exercise of this License by Licensee, its agents or invitees, or any other act or omission of Licensee, its agents or invitees, including the failure to comply with the obligations of this License. This indemnity shall apply to all losses, except for those losses caused solely by the gross negligence or willful misconduct of the State Parties. This indemnity obligation shall include, without limitation, consultant fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the State Parties, including claims for damages for decrease in value of any adjoining property. Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand by or against the Judicial Council or the Court that is tendered to Licensee; shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false; and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, the Court, or their respective officers, employees, or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

10.13 Storage. Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Licensed Areas, and returned to their original location upon the expiration or termination of this License, at the sole cost and expense of Licensee, as directed by the Judicial Council. In no event shall Licensee touch, move, disturb, or in any way interfere with evidence, exhibits, furniture, or other materials left in a courtroom without the Judicial Council's express prior written permission to do so.

10.14 Licensee's Personal Property. Licensee will be solely responsible for any risk of loss, damage to, or destruction of Licensee's personal property located within the Licensed Areas or otherwise on the Property. The Judicial Council shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees, or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from Licensee's loss of use of the Licensed Areas or any such personal property. Any property of Licensee installed or located on the Licensed Areas must be removed promptly upon expiration, termination, or revocation of this License. Any property of Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of Licensee and Licensee hereby consents to the Judicial Council so taking any such actions.

10.15 Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

10.16 Future Requirements. In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Licensed Areas and/or the Property from time to time, and Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.

10.17 Attempted Variations. There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.

10.18 Surrender. Upon the expiration or termination of this License, Licensee shall surrender the Licensed Areas to the Judicial Council in the same condition as the Licensed Areas were in when received by Licensee on the first Licensed Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the Property, except as otherwise provided in this License or agreed to in writing by the Judicial Council and Licensee.

## **11. Rules of Conduct on the Property.**

11.1 No Food/Drink in Courtrooms. Licensee shall not allow food or drink in any courtrooms at any time or for any reason.

11.2 No Disturbances. Licensee, its employees, and invitees shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property including, without limitation, the entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties; (ii) members of the public in transacting business or obtaining services provided on the Property; or (iii) other occupants, employees, and invitees of the Property from accessing or using the Property.

11.3 No Gambling. Licensee, its employees, and invitees shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

11.4 Drug- and Alcohol-Free Environment. Licensee will not knowingly permit any person under the influence of any non-prescribed drug defined by the state or federal government as a "controlled substance" or that is otherwise intoxicated to enter upon the Property. The possession, sale, or use of any "controlled substance" (except when permitted by law) on the Property is prohibited.

11.5 No Weapons or Explosives. Licensee, its employees, and invitees, while on the Property, are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

11.6 No Smoking. Smoking or vaping in any form or manner shall not be permitted on the Licensed Areas at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to and the exterior of the Property.

## **12. General Provisions.**

12.1 No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall Licensee permit the use of any portion of the Licensed Areas by others without the prior

written consent of the Judicial Council, which consent will be given or withheld by the Judicial Council in its sole discretion.

12.2 Anti-Discrimination. Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of, without limitation, the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

12.3 Governing Law. This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions. The venue for any action brought with respect to the enforcement or interpretation of the provisions herein or otherwise related to this License shall be with the Superior Court of California in the County in which the Property is located.

12.4 License Temporary in Nature. Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder's Office, nor will Licensee have a claim to any right or interest in the Licensed Areas or the Property other than as specifically provided for in this License.

12.5 Relationship of the Parties. Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State of California, the Judicial Council, or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.

12.6 Certification of Authority to Execute this License. Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.

12.7 Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

12.8 Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

12.9 Counterparts and Electronic Execution. This License may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this License may be executed, scanned, and transmitted electronically and electronic

signatures shall be deemed original signatures for purposes of this License, with such scanned and electronic signatures having the same legal effect as original signatures.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

SAMPLE

**ACCEPTED AND AGREED TO:**

**LICENSEE:**

**NAME OF LICENSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_

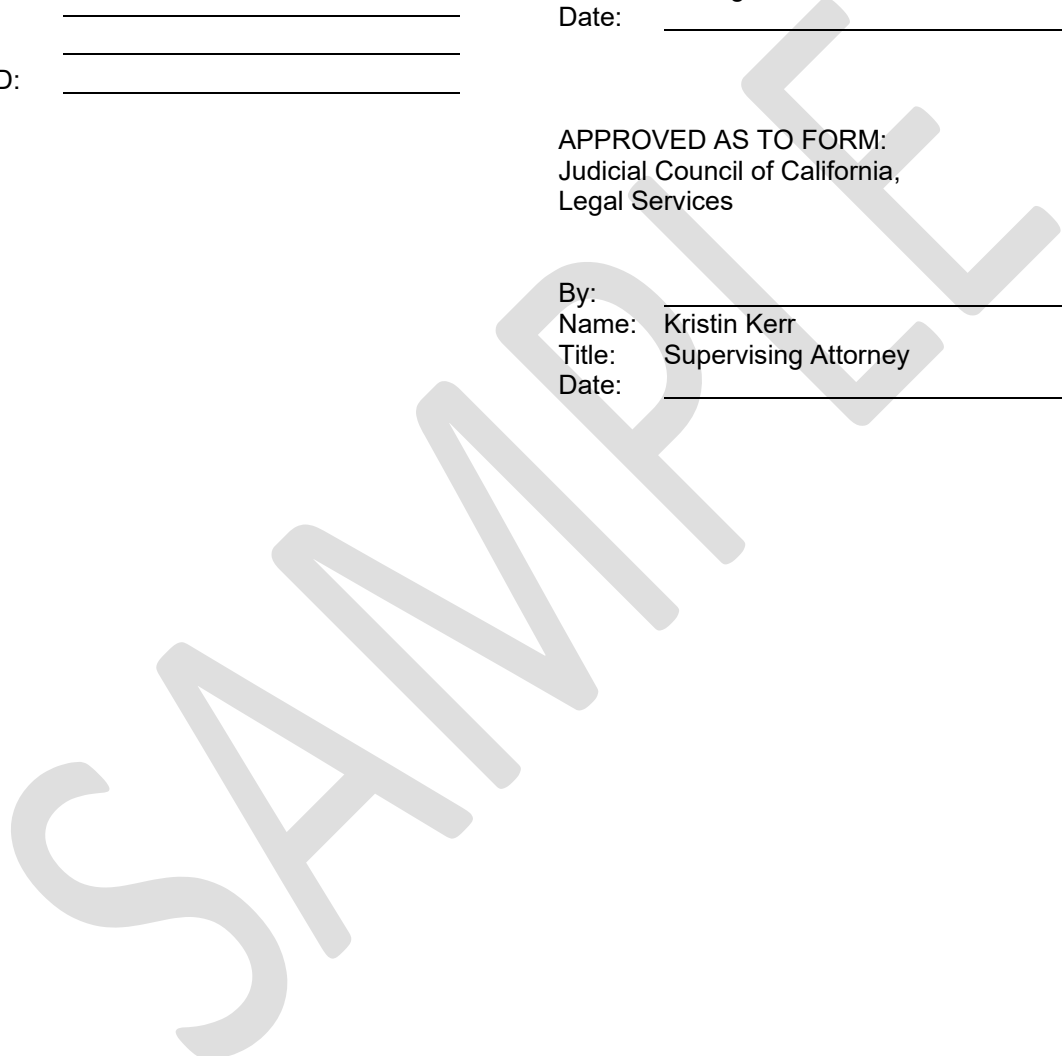
**LICENSOR:**

**JUDICIAL COUNCIL OF CALIFORNIA**

By: \_\_\_\_\_  
Name: Stephen Saddler  
Title: Manager, Contracts  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Judicial Council of California,  
Legal Services

By: \_\_\_\_\_  
Name: Kristin Kerr  
Title: Supervising Attorney  
Date: \_\_\_\_\_





LICENSE FOR THE SPECIAL USE OF COURT FACILITIES FOR CIVICS EDUCATION INITIATIVE EVENT

1. PARTIES. This License for the Special Use of Court Facilities for Civics Education Initiative Event ("License") is made and entered into, as of the date this License is signed by the last Party to sign, by and between (individually a "Party" and collectively the "Parties"):

"Court": Superior Court of California, County of \_\_\_\_\_; and

"Licensee": Entity Name: \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

2. CIVICS EDUCATION INITIATIVE. Licensee desires to use a portion of the Property on a non-exclusive, revocable basis to conduct the following civics education initiative event [select one]:

- Mock trial, moot court, or other law-based competition.
Courthouse field trip or tour.
Legal/judicial ceremonial function.
Training, educational workshop, or symposium regarding the administration of justice and issues of judicial branch-wide concern.

Description of civics education initiative event ("CEI Event"): \_\_\_\_\_

3. PROPERTY; LICENSED AREAS.

Facility Name: \_\_\_\_\_ Fac. No.: \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ ("Property").1

Description of "Licensed Areas": \_\_\_\_\_

4. LICENSED DATES.2

Table with 3 columns: "Licensed Date(s)", Start Time, End Time

5. TERMS & CONDITIONS; INSURANCE. Licensee will, at all times during the period of Licensee's occupancy of the Licensed Areas, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in Exhibit "A" (Insurance Requirements), attached hereto and incorporated herein.

ACCEPTED AND AGREED

LICENSEE:

COURT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1 To incorporate additional collective Property locations, list in Appendix 1.
2 To incorporate additional collective Licensed Dates, list in Appendix 2.



**EXHIBIT "A"**  
**INSURANCE REQUIREMENTS**

**1. General Insurance Requirements.**

- 1.1 General. Licensee will, at all times during the period of Licensee's occupancy of the Licensed Areas, provide and maintain, at its sole expense, insurance of the type and with coverage amounts as set forth herein.
- 1.2 Insurance Companies / Self-Insurance. During the period of time Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance that is:
- 1.2.1 Issued by AN INSURANCE COMPANY or companies that are rated "A-VII" or higher by A.M. Best's key rating guide and are approved to do business in the State of California; AND/OR
- 1.2.2 Issued through A PROGRAM OF SELF-INSURANCE with excess coverage.
- 1.3 Certificates of Insurance. Before commencement of its use, Licensee will provide the Court with certificates of insurance, on forms acceptable to the Court, as evidence that all required insurance is in full force and effect. The certificates of insurance must clearly indicate the following:
- 1.3.1 *Additional Insureds*. With respect to liability assumed by Licensee under the terms of this License, the insurance policy being referenced will add as additional insureds the following: "Court, Judicial Council, and State of California, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any";
- 1.3.2 *Notice of Cancellation*. The insurance policy being referenced will not be materially changed or cancelled without prior written notice to the Court;
- 1.3.3 *Primary, Non-Contributing*. The insurance policy being referenced is primary and non-contributing with any insurance, self-insurance, or other risk management program maintained by the State of California, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any; and
- 1.3.4 *Subrogation Waiver*. Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State of California, Judicial Council, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Licensed Areas or Property.
- 1.4 Evidence of Coverage. Licensee's Certificates of Insurance in compliance herewith shall be provided to the Court prior to Licensee's commencement of any use of the Property.

**2. Insurance Coverage Requirements.**

- 2.1 Coverages and Limits. Before Licensee's commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the Court verification that the following insurance is in force:
- 2.1.1 *Commercial General Liability*. Commercial general liability insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of the Licensed Areas, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- 2.1.2 *Automobile Liability*. Automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.
- 2.1.3 *Workers' Compensation*. Workers' compensation insurance as required by law.
- 2.1.4 *Employer's Liability*. Employer's liability limits not less than \$1,000,000 for each accident, \$1,000,000 as the aggregate disease policy limit, and \$1,000,000 as the disease limit for each employee.

[END OF EXHIBIT "A"]

**EXHIBIT “B”**  
**TERMS & CONDITIONS**

**1. Court Authority.** The Judicial Council of California (“**Judicial Council**”) has jurisdiction over the Property, or the portion thereof that is the subject of this License. The Property is managed by the Judicial Council on behalf of the Court, which has rights to occupy and use the Property. Pursuant to rule 10.182 of the California Rules of Court and Government Code section 70392(e) as well as the Judicial Council’s *Policy for Third-Party Uses of Court Facilities*, the Judicial Council has delegated to the Court the ability to oversee, manage, and administer the use of court facilities specifically for civics education initiatives.

**2. Grant of License.** The Court hereby grants to Licensee and its agents, employees, and invitees a revocable and non-exclusive right to enter and use the Licensed Areas within the Property specifically and only for the purpose of conducting the CEI Event, and at the times, set forth herein this License. This License covers only those areas in or about the Property necessary to engage in the activities expressly enumerated in this License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions, and rights of way with respect to the Property and the Licensed Areas, whether or not of record. This License is personal to Licensee and does not grant Licensee any ownership, leasehold, easement, possessory, or other real property interest or estate in the Licensed Areas or the Property. In no event shall Licensee represent itself or its operations in the Licensed Areas as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, Court, or any of their respective programs or operations.

**3. Licensed Areas.** All activities of Licensee shall be conducted within the Licensed Areas. The Licensed Areas within the Property, described above, include the applicable common areas thereof (e.g., hallways, restrooms, etc.). For CEI Events involving courthouse field trips or tours, the Licensed Areas include those areas of the Property that are part of the guided tour. Unless expressly permitted by the Court as part of the CEI Event and accompanied at all times by a Court escort, the Licensed Areas do not include and Licensee is strictly prohibited from accessing the restricted hallways behind any courtrooms or the offices, jury rooms, restrooms, and other areas adjacent to those restricted hallways as well as any other area of the Property designated at any time as restricted by the Judicial Council or Court.

**4. Licensed Date(s)/Time(s) of Use; Maximum Period Covered.** This License shall be effective for the temporary, revocable, and non-exclusive use of the Licensed Areas only on the Licensed Date(s) at the Start and End Time(s) specifically set forth above. Under no circumstances whatsoever shall Licensee’s use of the Licensed Areas or Property authorized by this License begin earlier, extend beyond, or otherwise be authorized outside of said Licensed Date(s) and corresponding Start and End Time(s) described in this License.

**5. Purpose of Licensee’s Use.** This License allows Licensee to enter, occupy, and use the Licensed Areas solely for the purpose of conducting the CEI Event specifically set forth above, and other purposes strictly related thereto, and for no other purpose whatsoever, subject to the terms, conditions, and restrictions of this License.

**6. Consideration.** Consideration for this License is Licensee’s full and timely compliance with the terms, conditions, and restrictions set forth in this License. Notwithstanding any other reimbursement required herein, no use fee for Licensee’s conducting of the CEI Event will be required.

**7. Notices.** Any notices or requests for consent/approval required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service. A copy of all formal notices required to be sent in accordance with this License shall be sent to the Judicial Council at [JCCEventLicenses@jud.ca.gov](mailto:JCCEventLicenses@jud.ca.gov).

**8. Licensee Responsibility for Expenses/ Coordination.** Licensee shall have an affirmative duty to coordinate its activities with the Court, and Licensee shall be responsible for any additional expenses that may be required by the Court, pursuant to this License.

**8.1 Security.** Licensee shall be financially responsible for any security costs necessary to ensure adequate security to safeguard the public and the Property during the Licensed Date(s) because of Licensee’s use of the Licensed Areas including, without limitation, all set up and tear down activities (“**Security Costs**”). The Parties acknowledge and agree that the Court shall determine the amount of said Security Costs related to this License, if any.

**8.2 Custodial Services.** Licensee shall be responsible for maintaining the Licensed Areas in a clean and orderly fashion and shall arrange for all refuse generated by the event to be removed from the Property and properly disposed of at Licensee’s sole expense. Licensee shall be financially responsible for the costs of any custodial and janitorial costs necessary to ensure that the Property is kept, maintained, and returned in an acceptable condition because of Licensee’s use of the Licensed Areas (“**Custodial Costs**”). The Parties acknowledge and agree that the Court shall determine the amount of said Custodial Costs related to this License, if any.

**8.3 Payment to the Court.** Licensee shall be responsible for coordinating with the Court regarding Licensee’s payment to the Court for any additional Security Costs and/or Custodial Costs. Except as otherwise agreed to in writing by the Court, Licensee shall pay for all applicable Security Costs and/or Custodial Costs a minimum of five (5) business days prior to the first Licensed Date.

**8.4 Attendees.** If requested or required by the Court, in the Court’s sole discretion, Licensee shall submit to the Court a list of Licensee’s attendees, invitees, employees, volunteers, contractors, and all others that will occupy, use, or access the Property because of Licensee’s use of the Licensed Areas under this License.

**9. Termination; Revocation.**

**9.1 Licensee Termination.** Licensee shall have the right and option to terminate this License, and cancel its use of the Licensed Areas, effective upon and by the giving of no less than twenty-four (24) hours’ prior written notice of the termination to the Court.

**9.2 Court Termination/Revocation.** The Court shall have the right and option, at any time prior to or during the Licensed Date(s),

to terminate or revoke this License, with or without cause, including the need for the Court to utilize the Licensed Areas, Licensee's non-compliance with the terms of this License, or for any or no reason whatsoever. The Court will make reasonable efforts, and will at all times endeavor, to inform Licensee of the termination or revocation of this License with as much advance notice as possible should the situation arise.

9.3 Termination Prior to Start. In the event this License is terminated by either Party or otherwise revoked prior to the Licensed Date(s), any amounts paid by Licensee under this License in advance (e.g., Security/Custodial Costs) shall be returned to Licensee as soon as can be accomplished.

9.4 Termination After Start. In the event this License is terminated or revoked by the Court after the Start Time of the first Licensed Date, then the payment of any amounts owed by Licensee, and/or the return of any amounts to be reimbursed to Licensee, under this License shall be prorated based on the period that Licensee was entitled (i.e., able) to use the Licensed Areas under this License and when this License was so terminated or revoked.

9.5 Costs Actually Incurred. Notwithstanding the foregoing or anything to the contrary, Licensee will at all times remain responsible for the payment of costs and expenses pursuant to this License that are actually incurred by the Judicial Council and Court because of the rights granted in this License such as, without limitation, for Security Costs and/or Custodial Costs that could not be timely cancelled or for damages to the Property caused by Licensee's use.

**10. Prohibition on Filming and Broadcasts.** Licensee acknowledges and agrees that LICENSEE IS STRICTLY PROHIBITED FROM BROADCASTING, IN ANY MANNER OR FORM WHATSOEVER, ANY MATERIAL FILMED DURING, FOR, OR RELATED TO LICENSEE'S USE OF THE LICENSED AREAS OR PROPERTY expressly including, but specifically not limited to, within any courtroom whenever said filmed material displays or shows any identification or identifying information (such as logos, seals, signage, or the like) of the Superior Court of California, the Judicial Council of California, and/or the State of California. Any violation of this provision is subject to strict enforcement of all rights and remedies by the Judicial Council in accordance with any and all applicable state and federal laws as well as the terms of this License.

## 11. Conditions.

11.1 "AS-IS." The Licensed Areas are licensed to Licensee in their "AS-IS" condition and neither the Judicial Council nor the Court has any obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Licensed Areas or the Property during the period of Licensee's occupancy of the Licensed Areas.

11.2 Compliance with Laws and Regulations. In the exercise of any privilege granted by this License, Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. Licensee must also comply with all Judicial Council and Court rules and regulations relating to the use of the Licensed Areas and the Property that are currently in effect or may be implemented, as updated from time to time.

11.3 Compliance. Any use made of the Licensed Areas by Licensee in any manner whatsoever shall be accomplished in a method satisfactory to the Judicial Council and Court. Licensee's use of the Licensed Areas shall at all times be subject and subordinate to those necessary uses of the Judicial Council and Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.

11.4 Health and Safety Directives. Licensee must at all times adhere to all applicable local, state, and national health and safety directives, as well as any current operating plan of the Court in compliance therewith, that are in effect or may become effective during Licensee's use and occupancy of the Licensed Areas including, but not limited to, proof of vaccination(s), social distancing, face covering requirements, self-assessments, medical screenings, and proper cleaning procedures.

11.5 No Posters or Signs. Except as expressly approved in writing in advance by the Court in its sole and absolute discretion, and otherwise subject to the terms on alterations and improvements to the Property, Licensee shall not under any circumstances post signs or banners on any part of the Licensed Areas or the Property.

### 11.6 No Improvements.

11.6.1 LICENSEE WILL NOT MAKE ANY IMPROVEMENTS OR ALTERATIONS OF ANY KIND TO THE LICENSED AREAS OR THE PROPERTY including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, except and unless with the prior, express written approval of the Judicial Council in a separate agreement, which approval will be given or withheld in the sole discretion of the Judicial Council. The Court may not and is not authorized to consent to any such improvements or alterations on the Judicial Council's behalf and any approval by the Court will not satisfy Licensee's requirement to obtain the Judicial Council's prior approval in a separate agreement. Licensee shall make any improvements or alterations to the Licensed Areas that are approved by the Judicial Council in compliance with law, subject to all Judicial Council conditions (including ownership and removal), and at Licensee's sole cost and expense.

11.6.2 The Judicial Council may remove any improvements or alterations to the Licensed Areas or the Property that are (i) not approved by the Judicial Council, but that are nevertheless installed by or on behalf of Licensee, or (ii) that are not removed by Licensee when required to do so in accordance herewith. Any such removal of improvements or alterations by the Judicial Council shall be at Licensee's sole cost and expense including, without limitation, any costs associated with repair of any damage done to the Licensed Areas or the Property in removing those improvements or alterations, which shall be paid to the Judicial Council within thirty (30) days of Licensee's receipt of any invoice therefor.

11.7 Operation. Licensee shall confine its activities on the Licensed Areas strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Licensed Areas or Property or any area or space within the Licensed Areas or Property, (iii) interfering with the transaction of Court business in, or the convenience of the public in accessing or using, the Licensed Areas or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or

(v) causing justifiable public criticism of Licensee's activities conducted in the Licensed Areas or on the Property. Licensee shall at all times maintain the Licensed Areas in a clean, sanitary, and orderly condition satisfactory to the Judicial Council and the Court. Licensee shall instruct participants not to touch, move, disturb, or in any way interfere with evidence, exhibits, furniture, or any other materials which may be left in a courtroom.

11.8 No Court Services or Equipment. The use of Court staff, services, or audio-visual, sound, or information-technology equipment by Licensee is not included in or granted by this License.

11.9 Security/Access. Licensee will at all times comply with all security access and screening requirements in effect at the Property. Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, or the Department of Motor Vehicles computer database.

11.10 Damage. Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council or the Court is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and Court, as applicable, and the express agreement of Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a satisfactory condition. If any property whatsoever is damaged as a result of Licensee's use of the Property or in the exercise of the privileges granted to Licensee by this License, Licensee shall be solely responsible, at its own expense, for repairing any such damage or replacing such property to the satisfaction of the Judicial Council and Court. If any damaged property of any kind cannot be repaired or replaced to the Judicial Council and Court's satisfaction, Licensee shall be liable for all damages caused by Licensee including, but not limited to, the decrease in value of the damaged property.

11.11 Indemnification. Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Court, the Judicial Council, and their respective judicial officers, officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, sureties, and attorneys, whether past or present ("**Court Parties**") from any and all losses, damages, costs, liabilities, claims, expenses, judgments, fees, penalties, and interest, including, but not limited to, reasonable attorney fees and costs incurred by the Court Parties, that arise from, relate to, or are in connection with, directly or indirectly, the exercise of this License by Licensee, its agents or invitees, or any other act or omission of Licensee, its agents or invitees, including the failure to comply with the obligations of this License. This indemnity obligation shall include, without limitation, consultant fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the Court Parties, including claims for damages for decrease in value of any adjoining property. Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand by or against the Judicial Council or the Court that is tendered to Licensee; shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false; and will continue at all times after such tender until each such claim is fully

and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, the Court, or their respective officers, employees, or agents. Licensee's indemnification and defense obligations under this section shall survive the termination or expiration of this License.

11.12 Storage. Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Licensed Areas, and returned to their original location upon the expiration or termination of this License, at the sole cost and expense of Licensee. In no event shall Licensee touch, move, disturb, or in any way interfere with evidence, exhibits, furniture, or other materials left in a courtroom without the Court's express prior written permission to do so.

11.13 Licensee's Personal Property. Licensee will be solely responsible for any risk of loss, damage to, or destruction of Licensee's personal property located within the Licensed Areas or otherwise on the Property. Neither the Judicial Council nor the Court shall be responsible for any damage to or destruction of any personal property of Licensee, its employees, or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from Licensee's loss of use of the Licensed Areas or any such personal property. Any property of Licensee on the Licensed Areas must be removed promptly upon expiration, termination, or revocation of this License. Any property of Licensee not removed within that time may be removed, stored, or disposed of by the Court at the expense of Licensee and Licensee hereby consents to the Court so taking any such actions.

11.14 Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.

11.15 Future Requirements. In addition to the terms of this License, the Court and Judicial Council shall have the right to impose reasonable rules and requirements for use of the Licensed Areas and/or the Property from time to time, and Licensee shall promptly and continuously comply with any such further rules and requirements as may hereafter be imposed.

11.16 Attempted Variations. There shall be no variation or departure from the terms of this License.

11.17 Surrender. Upon the expiration or termination of this License, Licensee shall surrender the Licensed Areas to the Court in the same condition as the Licensed Areas were in when received by Licensee on the first Licensed Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, Licensee shall remove all of its property from the Property, except as otherwise provided in this License.

## 12. Rules of Conduct on the Property.

12.1 No Food/Drink in Courtrooms. Licensee shall not allow food or drink in any courtrooms at any time or for any reason.

12.2 No Disturbances. Licensee, its employees, and invitees shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property

including, without limitation, the entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance of their duties; (ii) members of the public in transacting business or obtaining services provided on the Property; or (iii) other occupants, employees, and invitees of the Property from accessing or using the Property.

12.3 No Gambling. Licensee, its employees, and invitees shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.

12.4 Drug- and Alcohol-Free Environment. Licensee will not knowingly permit any person to enter upon the Property (i) that is under the influence of alcohol or of any non-prescribed drug defined by the state or federal government as a “controlled substance” or (ii) that is otherwise intoxicated. The possession, sale, or use of any “controlled substance” (except when permitted by law) and the consumption or serving of alcohol on the Property is prohibited.

12.5 No Smoking. Smoking or vaping in any form or manner shall not be permitted on the Licensed Areas at any time, and Licensee, its employees, and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to and the exterior of the Property.

12.6 No Weapons or Explosives. Licensee, its employees, and invitees, while on the Property, are prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.

### 13. General Provisions.

13.1 No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall Licensee permit the use of any portion of the Licensed Areas by others without the prior written consent of the Court, which consent will be given or withheld by the Court in its sole discretion.

13.2 Anti-Discrimination. Licensee shall comply with all applicable federal and state laws relating to discrimination against employees or members of the public because of, without limitation, the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, including, but not limited to, the California Fair Employment and Housing Act, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

13.3 Governing Law. This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions. The venue for any action brought with respect to the enforcement or interpretation of

the provisions herein or otherwise related to this License shall be with the Superior Court of California.

13.4 License Temporary in Nature. Licensee agrees that the rights herein are of a temporary, non-exclusive, non-possessory nature and in no event will this License or any memorandum of this License be recorded with the County Recorder’s Office, nor will Licensee have a claim to any right or interest in the Licensed Areas or the Property other than as specifically provided for in this License.

13.5 Relationship of the Parties. Licensee and the Court hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State of California, the Judicial Council, or the Court. Neither Licensee nor the Court, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers’ compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers’ compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers’ compensation insurance coverage for employees of the other Party.

13.6 Certification of Authority to Execute this License. Licensee and the Court each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License.

13.7 Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest.

13.8 Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants, and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of Licensee and the Court that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

13.9 Counterparts and Electronic Execution. This License may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this License may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this License, with such scanned and electronic signatures having the same legal effect as original signatures.

[END OF EXHIBIT “B”]

**APPENDIX "1"**  
**ADDITIONAL LOCATIONS**

The following additional Property(ies) and Licensed Area(s), collectively, for Licensee's CEI Event are hereby incorporated:

<b>1</b>	<b>Facility Name</b>		<b>Fac. No.</b>	__ - __
	<b>Address</b>			
	<b>Licensed Area(s)</b>			

<b>2</b>	<b>Facility Name</b>		<b>Fac. No.</b>	__ - __
	<b>Address</b>			
	<b>Licensed Area(s)</b>			

<b>3</b>	<b>Facility Name</b>		<b>Fac. No.</b>	__ - __
	<b>Address</b>			
	<b>Licensed Area(s)</b>			

<b>4</b>	<b>Facility Name</b>		<b>Fac. No.</b>	__ - __
	<b>Address</b>			
	<b>Licensed Area(s)</b>			

<b>5</b>	<b>Facility Name</b>		<b>Fac. No.</b>	__ - __
	<b>Address</b>			
	<b>Licensed Area(s)</b>			

**APPENDIX "2"**  
**ADDITIONAL LICENSED DATES/TIMES**

The following additional Licensed Date(s) and start/end time(s), collectively, for Licensee's CEI Event are hereby incorporated:

	<b>"Licensed Date(s)"</b>	<b>Fac. No.</b>	<b>Start Time</b>	<b>End Time</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				
<b>7</b>				
<b>8</b>				
<b>9</b>				
<b>10</b>				

[END OF APPENDICES]