

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 16th day of September, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the AARP, a United States-based non-governmental organization and interest group. City and AARP are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

ARTICLE 1. PREMISES

Section 1.01 City agrees to rent to AARP the multi-purpose room, the City the large multi-purpose room (Auditorium), consisting of approximately 2,553 square feet, located at 21 Grant Street at the Joslyn Senior Center, Redlands, California and the multi-purpose room, consisting of approximately 1848 square feet, and the small classroom, consisting of approximately 836 square feet, located at 111 Lugonia at the Redlands Community Center, Redlands, California (the "Premises").

ARTICLE 2. TERM

Section 2.01. This Agreement shall be for a term of three (3) years, unless earlier terminated as provided for herein.

ARTICLE 3. FEE WAIVER

Section 3.01. Except as provided in Section 4.02, below, City will waive the Twenty Five Dollar (\$25.00) fee per hour, per room for the use of the Premises during the term (including renewals) of this Agreement.

ARTICLE 4. USE OF PREMISES

Section 4.01. The Premises shall be used for the exclusive purpose of providing tax assistance to senior citizens and the driver safety program. AARP shall not use or permit the Premises to be used for any other purpose without the prior written consent of City.

Operation of Business

Section 4.02. During the term of this Agreement, AARP shall, unless prevented by conditions beyond its control, conduct business of the type and nature specified in Section 4.01 of this Agreement on the Premises in a safe and business like manner. The Premises shall be used only for the time and dates approved for AARP as identified on City's Facility Rental form. In the event that scheduling modifications are necessary, AARP shall make a forty-five (45) day advance schedule change request to City indicating the proposed modification. City shall respond to such requests within two (2) weeks of receipt. City may charge AARP rent in the amount of Twenty Fifty Dollars

(\$25.00) per hour, for any scheduling changes made by AARP without the aforementioned forty-five (45) day notice. AARP shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft or damage relating to AARP's personal property.

User Responsibility

Section 4.03. AARP shall be solely responsible for any set up and cleaning associated with its use of the Premises, and shall maintain the Premises in a clean and litter free manner.

Section 4.04. AARP shall not commit, or permit the commission, of any acts on the Premises, or use or permit the use of the Premises, in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring the Premises or the improvements on the Premises. AARP shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

Section 4.05. AARP shall not commit, or permit the commission by others, of any waste on the Premises. AARP shall not maintain, commit or permit the maintenance or commission of any nuisance on the Premises, and AARP shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 4.06. AARP shall, at AARP's sole cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, federal, state and county or municipal, relating to AARP's use and occupancy of the Premises for AARP's operation of business whether those statutes, ordinances, regulations and requirements are now in force or are subsequently enacted. The judgment of any court of competent jurisdiction, or the admission by AARP in a proceeding brought against AARP by any government entity that AARP has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and AARP and shall constitute grounds for termination of this Agreement by City.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. AARP shall secure and maintain throughout the term of this Agreement the following types of insurance:

A. Comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. A

certificate of insurance with endorsements evidencing such coverage shall be provided to City prior to AARP's occupancy of the Premises.

B. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements, in accordance with the laws of the State of California, with an insurance carrier acceptable to City. AARP shall provide City with Exhibit "A," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to occupancy of the Premises.

C. AARP shall defend, indemnify and hold harmless City, and its elected officials, officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission, or willful misconduct, of AARP, or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

D. City shall defend, indemnify and hold harmless AARP, and its officers, employees, agents and volunteers, from any and all liabilities for injury to persons and damages to property arising out of any negligent act or omission, or willful misconduct, of City, or its elected officials, officers, employees, agents or volunteers, in connection with City's operation of the Senior and Community Centers.

ARTICLE 6. TAXES AND UTILITIES

Utilities

Section 6.01. City shall pay, and hold AARP free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, solid waste disposal and other public utilities provided to the Premises during the term of this Agreement. AARP shall pay, and hold City free and harmless from, all charges for telephone usage by AARP at the Premises.

ARTICLE 7. MISCELLANEOUS

Section 7.01. AARP shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in the Premises or any improvements that may now or hereafter be constructed or installed on the Premises. Any encumbrance, assignment, transfer, or subletting by AARP without the prior written consent of City, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of City, result in the immediate termination of this Agreement.

Section 7.02. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to the

Party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage pre-paid, addressed to AARP at 601 E Street NW, Washington DC, 20049 or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. AARP and City may change their respective addresses for the purpose of this section by giving written notice of that change to the other Party in the manner provided in this section.

Section 7.03. This Agreement constitutes the entire agreement between City and AARP respecting AARP's use of the Premises, and correctly sets forth the obligations of City and AARP to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void.

Section 7.04. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief be entitled to the recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

Section 7.05. This Agreement may be terminated by either Party by giving ninety (90) days prior written notice to the other Party.

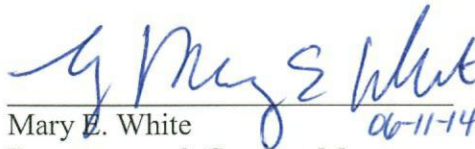
Executed at Redlands, California.

CITY OF REDLANDS

AARP



Pete Aguilar, Mayor



Mary E. White
Procurement & Contract Manager

ATTEST:



Sam Irwin, City Clerk