

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into on this 1st day of November, 2005 by and between the City of Redlands, a municipal corporation ("City"), and the Family Service Association of Western Riverside County ("FSA").

In consideration of the mutual promises contained herein, FSA agrees to rent from City the kitchen, kitchen storage area, rear office, consisting of approximately 1,320 square feet and the multi-purpose room, consisting of approximately 2,068 square feet and to have access but not exclusive use of the senior facilities on the site located at 111 W. Lugonia Avenue at the Redlands Community Senior Center, Redlands, California ("the Premises") on the following terms and conditions:

ARTICLE 1. TERM

Section 1.01 This Agreement shall be for an original term of three (3) years, unless terminated by either City or FSA, by providing written notice of such termination to the other, ninety (90) days prior to the date of termination. FSA shall have the option to renew this Agreement for two successive one year terms. Written notice of FSA's desire to exercise its option shall be given to City ninety (90) days prior to the end of the original term and any renewal term.

ARTICLE 2. RENT

Section 2.01 Commencing upon execution of this Agreement, FSA shall pay to City the sum of \$200.00 ("Rent") each month during the term (including renewals). City shall submit to FSA a written invoice identifying FSA's specific dates for use and the Rent. Rent for partial months occurring at the commencement and termination of the term of this Agreement shall be prorated accordingly. Upon termination of this Agreement, any unused portion of rent shall be reimbursed to FSA.

ARTICLE 3. USE OF PREMISES

Section 3.01 The Premises shall be used for the exclusive purpose of operating and conducting the Family Service Association of Western Riverside County's Nutrition For Seniors Program. FSA shall not use or permit the Premises to be used for any other purpose, without the prior written consent of the City.

Operation of Business

Section 3.02 During the term of this Agreement, FSA shall, unless prevented by conditions beyond FSA's control, conduct business of the type and nature specified in Section 3.01 of this Facility Use Agreement on the Premises in a diligent and business-like manner. The Premises shall be used Monday through Friday from 9:00 a.m. to 1:30 p.m. In the event that scheduling modifications are necessary, FSA 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.

FSA shall assume full responsibility for personal property and shall hold City harmless for any theft, damage and other incidents relating to FSA's personal property.

Insurance Hazards

Section 3.03 FSA shall not commit or permit the commission of any acts on the Premises, nor 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. FSA shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

Section 3.04 FSA shall not commit or permit the commission by others of any waste on the Premises. FSA shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises, and FSA shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 3.05 FSA shall, at FSA's sole cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to FSA's use and occupancy of the Premises for FSA's operation of business as stated in Section 3.02 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 FSA in a proceeding brought against FSA by any government entity, that FSA has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between City and FSA and shall constitute grounds for termination of this Agreement by City.

ARTICLE 4. TAXES AND UTILITIES

Utilities

Section 4.01 City shall pay, and hold FSA free and harmless from, all charges for the furnishing of gas, water, sewer, electricity, and solid waste disposal and other public utilities to the Premises during the term of this Agreement. FSA shall pay, and hold City free and harmless from, all charges for telephone usage.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01 FSA is a self-insured Non Profit entity. FSA shall defend, indemnify and hold harmless City, its elected officials, officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of negligent act or omission of FSA, its officers, employees, agents or volunteers in connection with the Senior Nutrition program.

City is a self-insured public entity. City shall defend, indemnify and hold harmless the FSA, its 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 of City, its officers, employees, agents or volunteers in connection with the Senior Nutrition program.

ARTICLE 6. MISCELLANEOUS

Restriction Against Subletting or Assignment

Section 6.01 FSA 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 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.

Notices

Section 6.02 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 FSA at Family Service Association of Western Riverside County, 21250 Box Springs Road, Moreno Valley, CA 92557 or to City at 111 W. Lugonia Avenue, P. O. Box 3005, Redlands, CA 92373. Either party, FFA or City, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Entire Agreement

Section 6.03 This Agreement constitutes the entire agreement between City and FSA respecting FSA's use of the Premises, and correctly sets forth the obligations of City and FSA to each other as of its date. Any agreements or representations respecting the Premises not expressly set forth in this Agreement are null and void.

Attorney's Fees

Section 6.04 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.

Executed on Nov. 1, 2005 at Redlands, California.

FAMILY SERVICE ASSOCIATION OF
WESTERN RIVERSIDE COUNTY

By John Beto, Pres/CEO

CITY OF REDLANDS

By Susan Peppler
Susan Peppler, Mayor

ATTEST:

By Lorrie Poyzer
Lorrie Poyzer, City Clerk