

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 15th day of October, 2013 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the Redlands Community Music Association ("Association"). City and Association 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 Association 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 (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. RENT

Section 3.01. Commencing upon the Effective Date of this Agreement, Association shall pay to City the sum of Twenty Five Dollars (\$25) for each hour that Association uses the Premises ("Rent") each month during the term of this Agreement. Each month during the term of this Agreement City shall submit to Association a written invoice identifying Association's specific hours and dates of Association's use of the Premises, and the amount of Rent due and payable to City.

ARTICLE 4. USE OF PREMISES

Section 4.01. The Premises shall be used for the exclusive purpose of rehearsals by performers associated with Association. Association 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, Association shall, unless prevented by conditions beyond Association's 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 designated by Association on City's Facility Rental Form. In the event that scheduling modifications are necessary, Association 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 Association Rent for any scheduling changes made by Association without the aforementioned forty-five (45) day notice. Association will secure the Premises using the keys and alarm code provided by City. Association will not leave the Premises unattended at any time

while the Premises are in use by Association. For emergencies, Association can be reached at 215-5494 or 824-5160. For Association's use of the Premises and provision of security, City will waive the Fifteen Dollar (\$15) per hour staff attendant fee. Association shall assume full responsibility for personal property and shall hold City harmless for any theft, damage and other incidents relating to Association's personal property.

User Responsibility

Section 4.03. Association shall be solely responsible for the set up, and cleaning associated with its business, and shall leave the Premises clean and litter free. Association shall be issued keys and an alarm code to the Premises, and shall be responsible for the opening and closing of the Premises and operating the alarm system on dates for which the Joslyn Senior Center is scheduled to be closed by City. All locks, keys and access codes are the sole property of the City. City reserves the right to change locks, keys and access codes at any time. No one may place a lock on the interior or exterior of the Joslyn Senior Center without the written permission of the Chief of Police. All keys, access codes and access cards shall be returned to City upon the termination of this Agreement.

Insurance Hazards

Section 4.04. Association 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. Association shall, at its own cost and expense, maintain insurance for all personal property and improvements on the Premises.

Waste or Nuisance

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

Compliance with Laws

Section 4.06. Association shall, at Association'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 Association's use and occupancy of the Premises for Association'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 Association in a proceeding brought against Association by any government entity that Association has violated any such statute, ordinance, regulation or requirement shall be conclusive as between City and Association and shall constitute grounds for termination of this Agreement by City.

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. Association shall defend, indemnify and hold harmless City, its elected officials, officers and employees from and against any and all claims, losses, damages, causes of action and liability resulting from the negligent acts or omissions, or willful misconduct, of Association, and its agents and employees and invitees, during Association's use of the Premises during the Term of this Agreement.

Section 5.02. Association shall secure and maintain throughout the Term of this Agreement the following types of insurance:

(1) Public liability insurance in the amount of One Million dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, issued by a responsible insurance company licensed to do business in the State of California and acceptable to City.

(2) Additional Named Insured: All policies shall contain endorsements naming City and its elected officials, officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this Agreement.

(3) Waiver of Subrogation Rights: Association shall require the carriers of the above required coverage to waive all rights of subrogation against City, and its elected officials, officers, employees, agents, volunteers, contractors and sub-contractors.

(4) Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by City.

(5) Proof of Coverage: Association shall provide City with a certificate of insurance showing City to be an additional insured on the policy. The policy shall require that before amending or canceling the policy, the issuing insurance company shall give City at least thirty (30) days prior written notice.

ARTICLE 6. TAXES AND UTILITIES

Utilities

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

ARTICLE 7. INDEMNITY AND INSURANCE

Section 7.01. Association is a self-insured, non-profit organization. Association 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 Association, or its officers, employees, agents or volunteers, in connection with operation of its business at the Premises.

Section 7.02. City is a self-insured public entity. City shall defend, indemnify and hold harmless Association, 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 its operation of the Joslyn Senior Center.

ARTICLE 8. MISCELLANEOUS

Section 8.01. Association 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.

Section 8.02. 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 Association at P.O. Box 466, Redlands, CA 92373 or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. Association 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.

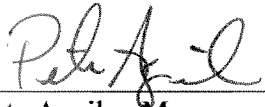
Section 8.03. This Agreement constitutes the entire agreement between City and Association respecting Association's use of the Premises, and correctly sets forth the obligations of City and Association to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not expressly set forth in this Agreement are null and void.

Section 8.04. 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 8.05. This Agreement may be terminated by either Party by giving ninety (90) days prior notice to the other Party.

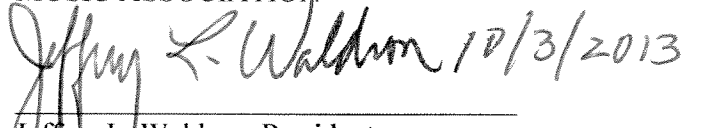
Executed at Redlands, California.

CITY OF REDLANDS



Pete Aguilar, Mayor

REDLANDS COMMUNITY
MUSIC ASSOCIATION

 10/3/2013

Jeffrey L. Waldron, President

ATTEST:



Sam Irwin, City Clerk