

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 20th day of January, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the Southern California Tennis Association (SCTA). City and SCTA 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 SCTA the tennis courts, consisting of two regulation-size tennis courts, located at 111 Lugonia Avenue 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. City will waive the Ten Dollar (\$10) fee per hour for the use of the tennis courts and the Two Hundred Dollar (\$200) security deposit. SCTA shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft, damage and other incidents relating to SCTA's personal property, unless due to the negligence of City.

ARTICLE 4. USE OF PREMISES

Section 4.01. The Premises shall be used for the exclusive purpose of operating the National Junior Tennis and Learning (NJTL) tennis programs. The program will provide youth from the community with tennis instruction for children ages 7 through 17. SCTA 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, SCTA shall, 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 SCTA on City's Facility Rental Form. In the event that scheduling modifications are necessary, SCTA 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 SCTA the Ten Dollar (\$10) fee per hour rent for any scheduling changes made by SCTA without the aforementioned forty-five (45) day notice. SCTA shall assume full responsibility for its personal property used at the Premises, and shall hold City harmless for any theft, damage and other incidents relating to SCTA's personal property, unless due to the negligence of City.

User Responsibility

Section 4.03. SCTA shall be solely responsible for the set up and cleaning associated with its business, and shall maintain the Premises in a clean manner and litter free. As a non-profit association, SCTA will offer this program for only \$10 to low-income families in Redlands. SCTA has agreed to cover the cost of instructors for the year round program, tennis balls, and training for the instructors. SCTA will also provide scholarships to families who cannot afford the program.

Insurance Hazards

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

Waste or Nuisance

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

Compliance with Laws

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

ARTICLE 5. INDEMNITY AND INSURANCE

Section 5.01. SCTA 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 SCTA, and its agents and employees and invitees, during SCTA's use of the Premises.

Section 5.02. City shall defend, indemnify and hold harmless SCTA, its trustees, board members, students, employees and agents 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 City, its elected officials, officers and employees during SCTA's use of the Premises.

Section 5.03. SCTA shall secure and maintain throughout the term of this Agreement the following types of insurance:

A. Insurance required by this Agreement shall be maintained by SCTA for the duration of its performance of the Services. SCTA shall not perform any Services unless and until the required insurance listed below is obtained by SCTA. SCTA shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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. SCTA 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. SCTA shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. 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 is required. 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.

D. SCTA shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act or omission by, or the willful misconduct of, SCTA, or its officers, employees and agents in performing the Services.

E. SCTA is a self-insured, non-profit organization. SCTA 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 SCTA, or its trustees, board members, employees, agents or volunteers, in connection with operation of its business at the Premises.

ARTICLE 6. TAXES AND UTILITIES

Utilities

Section 6.01. City shall pay, and hold SCTA free and harmless from, all charges for the furnishing of electricity and other public utilities to the Premises during the term of this Agreement. SCTA shall pay, and hold City free and harmless from, all charges for telephone usage by SCTA at the Premises.

ARTICLE 7. MISCELLANEOUS

Section 7.01. SCTA 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 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 prepaid, addressed to SCTA Los Angeles Tennis Center P.O. Box 240015 LA CA 90024-9114, or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. SCTA 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.

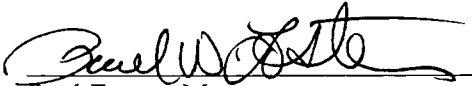
Section 7.03. This Agreement constitutes the entire agreement between City and SCTA respecting SCTA's use of the Premises, and correctly sets forth the obligations of City and SCTA to each other as of its Effective Date. Any agreements or representations between the Parties respecting the Premises not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

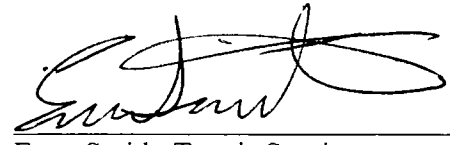
Section 7.05. This Agreement may be terminated by either Party by giving ninety (90) days prior written notice to the other Party.

Executed at Redlands, California.

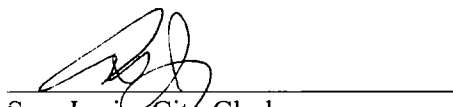
CITY OF REDLANDS


Paul Foster, Mayor

SOUTHERN CALIFORNIA TENNIS
ASSOCIATION


Evan Smith, Tennis Service
Representative - Inland Empire

ATTEST:


Sam Irwin, City Clerk