

FACILITY USE AGREEMENT

This Facility Use Agreement ("Agreement") is made and entered into this 17th day of June, 2014 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and the University of Redlands ("U of R"). City and U of R 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 U of R the computer lab, consisting of approximately 500 square feet, 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. RENT

Section 3.01. Commencing upon execution of this Agreement, City will waive the Twenty Five Dollar (\$25) fee per hour for the use of the computer lab. U of R 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 U of R's personal property, unless due to the negligence of the City.

ARTICLE 4. USE OF PREMISES

Section 4.01. The Premises shall be used for the exclusive purpose of operating the Jasper's Corner Homework Club. The program will provide youth from the community with free college tutors to help with homework for children grades K - 12. The U of R will provide students to deliver homework assistance offered through this program. U of R 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, U of R 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 designated by U of R on City's Facility Rental Form. In the event that scheduling modifications are necessary, U of R 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 U of R rent for any scheduling

changes made by U of R without the aforementioned forty-five (45) day notice. For U of R's use of the Premises and provision of security, City will waive the Twenty Five Dollar (\$25) fee per hour for the use of the computer lab. U of R 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 U of R's personal property, unless due to the negligence of the City.

User Responsibility

Section 4.03. U of R 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.

Insurance Hazards

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

Waste or Nuisance

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

Compliance with Laws

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

ARTICLE 5. INDEMNITY AND INSURANCE

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

Section 5.02. The City shall defend, indemnify and hold harmless U of R, its trustees, 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 U of R's use of the Premises.

Section 5.03. U of R 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: U of R 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: U of R 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.

(6) Workers' Compensation and Employer's Liability insurance: U of R shall provide City with Workers' Compensation and Employer's Liability insurance in the amount that meets the statutory requirement shall be in force with an insurance carrier acceptable to the City.

ARTICLE 6. TAXES AND UTILITIES

Utilities

Section 6.01. City shall pay, and hold U of R 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. U of R shall pay, and hold City free and harmless from, all charges for telephone usage by U of R at the Premises.

ARTICLE 7. INDEMNITY AND INSURANCE

Section 7.01. U of R is a self-insured, non-profit organization. U of R 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 U of R, or its trustees, 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 U of R, and its trustees, 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 Redlands Community Center.

ARTICLE 8. MISCELLANEOUS

Section 8.01. U of R 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 University of Redlands at 1200 E Colton Ave, Redlands, Ca 92373 or to City at 111 W. Lugonia Avenue, P.O. Box 3005, Redlands, CA 92373. U of R 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 U of R respecting U of R's use of the Premises, and correctly sets forth the obligations of City and U of R 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 written notice to the other Party.

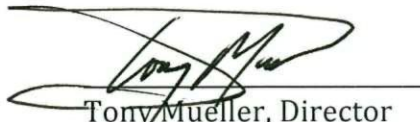
Executed at Redlands, California.

CITY OF REDLANDS

UNIVERSITY OF REDLANDS



Pete Aguilar, Mayor


Tony Mueller, Director
Office of Community Service Learning

ATTEST:



Sam Irwin, City Clerk