

AGREEMENT FOR JOINT USE OF FACILITIES

This agreement for joint use of facilities ("Agreement") is made and entered into this 19th day of March, 2013 ("Effective Date"), by and between the City of Redlands, a municipal corporation (hereafter referred to as "City") and the Grove School, a non-profit organization (hereafter referred to as "School"), who are each sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

WHEREAS, School and City, respectively, own and operate certain school buildings and grounds, and a community center gymnasium, located within the City of Redlands and which are identified in Exhibit "A," attached hereto and incorporated herein by this reference (the "Grounds and Facilities"); and

WHEREAS, it is in the best interests of the public for the Parties to share use of their respective Grounds and Facilities in order to efficiently and economically utilize the Grounds and Facilities for the benefit of the residents of City;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and the School agree as follows:

AGREEMENT

1. **TERM.** The term of this Agreement shall commence on its Effective Date, and shall continue either until terminated as provided for herein, or until School's lease with City of the facility located at 200 Nevada Street expires.
2. **FEES.** City shall not charge School any fees for use of City Grounds and Facilities; however, School shall pay to City all City-incurred personnel costs resulting from School's use of City Grounds and Facilities. Likewise, School shall not charge City any fees for use of School's Grounds and Facilities; however, City shall pay all School-incurred personnel costs resulting from City's use of School Grounds and Facilities.
3. **MAINTENANCE.** City shall be solely responsible for maintaining City Grounds and Facilities. School shall be solely responsible for maintaining School Grounds and Facilities. Maintenance includes, but is not limited to, the removal of garbage and debris, painting and repairing facilities, cleaning floors, maintaining lights and lighting systems and other building and ground preventative maintenance deemed necessary by City and School.
4. **UTILITIES.** City shall supply and bear the cost of all utilities used to maintain City Grounds and Facilities. School shall supply and bear the cost of all utilities used to maintain School Grounds and facilities.

5. **CITY EQUIPMENT/FACILITIES ON SCHOOL GROUNDS.** City equipment located on School Grounds shall remain the property of City, and City shall be solely responsible for the maintenance of such equipment. School shall use City equipment and facilities as provided herein. City shall be entitled to remove any City equipment located on School Grounds.
6. **DAMAGES.** Willful damage to City and/or School Grounds and Facilities shall be investigated by representatives of City and School. If adequate proof for damage can be determined to be that of City-related programs or activities, then costs and repairs of such damage shall be borne by City. Likewise, if adequate proof for damage can be determined to be that of School-related programs or activities, then cost of repairs of such damage shall be borne by School. If it cannot be reasonably determined when the damage occurred, the cost of said repair shall be divided equally between Parties.
7. **MAINTENANCE AND SAFETY.** The Grounds and Facilities shall, at all times, be maintained and operated in accordance with established safety standards. City and School representatives shall report any and all possible safety hazards that come to the attention of such representatives to the appropriate entity. City shall be responsible for correcting any identified safety hazards on City Grounds and Facilities and City-owned equipment on School grounds. School shall be responsible for correcting any identified safety hazards on School Grounds and Facilities.
8. **USE OF GROUNDS AND FACILITIES APPLICATION.** All Grounds and Facilities shall be operated for the benefit of the residents of the Redlands area and shall be available to such persons during established hours of operations as agreed to by City and School. School Grounds and Facilities shall not be used by City during school hours and school-related activities. The City's request for use of School Facilities shall include dates and times, a description of the use for the public benefit, must not interfere with school operations and be subject to scheduling approval by the school. City shall schedule School Grounds and Facilities in accordance with School's established procedures. School shall schedule City Grounds and Facilities with the City's established procedures.
9. **INSURANCE.** City and School shall maintain adequate liability insurance, or shall self-insure, for property damage and bodily injury arising out of their respective activities under this Agreement. The Parties shall name each other as additional insureds on any such policies and provide each other with certificates of insurance evidencing the same within ten (10) days of the Effective Date of this Agreement.
10. **HOLD HARMLESS.** City shall defend, indemnify and hold School harmless from any and all damages, losses, liability, claims, suits and judgments resulting from work done or omitted by City in connection with this Agreement. Additionally, City shall defend, indemnify and hold School harmless from any loss, liability, claim suit or judgment arising out of public use of School Grounds and Facilities by members of

the public when school is not in session, and such Grounds and Facilities are in use for City sponsored events and activities.

11. **TERMINATION.** This Agreement may be terminated, by either Party upon thirty (30) days prior written notice to the other Party.
12. **ASSIGNMENT.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any assignment or attempted assignment without such consent shall result in the immediate termination of this Agreement.
13. **NOTICES.** All notices to be given under this Agreement shall be in writing and delivered in person, or sent by first class mail, postage prepaid, addressed as follows:

City Clerk
City of Redlands
P.O. Box 3005
Redlands, California 92373

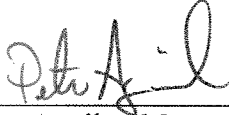
Administration
Grove School
200 Nevada Street
Redlands, California 92373

Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. A Party may change its address for notices by providing notice of the same to the other Party as provided for in this section 13.

14. **ENTIRE AGREEMENT/AMENDMENT.** This Agreement represents the entire agreement between the Parties as to the matters contained herein, and shall be amended only by written agreement executed by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

CITY OF REDLANDS



Pete Aguilar, Mayor

GROVE SCHOOL



Gena Engelfried, Board President

Attest:



Sam Irwin, City Clerk

EXHIBIT "A"

City parks and building facilities included in this Agreement:

- Redlands Community Center Gymnasium

School grounds and facilities included in this Agreement:

- Groves School classrooms, barn and grounds at 11126 Iowa Street, Redlands 92373