FACILITIES USE AGREEMENT

This Facilities Use Agreement ("Agreement") is dated and effective ___________, 20_____, ("Effective Date") between Santa Clarita Community College District ("District"), a California community college district and political subdivision of the State of California, and ("User"). District and User are also referred to collectively as the "Parties" and individually as a "Party."

A. District owns and operates College of the Canyons, Valencia Campus, a facility located at 26455 Rockwell Canyon Road, Santa Clarita, CA 91355 ("Property").

B. By this Agreement, District desires to authorize User access to and use of a certain portion of the Property, as set forth below, for use in accordance with this Agreement.

C. The Parties further desire by this Agreement to set forth the terms and conditions upon which User shall access and use that certain portion of the Property, and set forth the Parties’ rights and obligations relating to the space and this Agreement.

THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties’ signatures below, the Parties agree as provided in this Agreement.

ARTICLE 1. SCOPE OF AGREEMENT.

District shall provide use of its facility to User of that certain space set forth below in Article 2 for User’s use in accordance with the terms and conditions of this Agreement and allow User certain access to specified common areas and facilities at the Property pursuant to this Agreement.

ARTICLE 2. USE OF PROPERTY.

2.1. **Space.** District shall provide to User for use during the Term of this Agreement space at the Property (referred to as "Space"), which Space is described as follows: [describe particular space, room number, etc.]

2.2. **Common Areas.** User shall have the right, on a shared use basis with District, to use the following common areas (collectively "Common Areas"): parking, restrooms and paths of travel.

2.3. **As-is Basis.** District is providing the space to User, as of the Effective Date of this Agreement, on an "as is" basis.

2.4. **Non-Interference with Other Use.** At all times during use of the Space and Common Areas, User shall exercise care not to disrupt activities and operations of District and any third party who may be using the Property.

2.5. **User’s Personal Property.** User shall be responsible for any loss, damage, or destruction of any of User’s furnishings, equipment, supplies, and any other personal property that User places at the Property, unless the loss, damage, or destruction is caused solely by the act or omission of District and/or District’s officers, employees, volunteers, agents or invitees in which case District is responsible and District, at User’s option, shall repair or replace the furnishing, equipment, supply or personal property that is lost, damaged, or destroyed or pay an amount equal to the fair market value of the property at the time of the loss, damage, or destruction.

2.6. **Security.** User is responsible for, and will provide, 24-hour security.

2.7. **Operation.** The days and hours of operation are [describe days/hours, etc.].

2.8. **Displacement.** It is understood that other District and community events may displace the User occasionally.

2.9. **Signage.** User will provide clear delineation of their operations including all signage, boundary markers, parking areas and the like. All aspects of the Space are to be kept neat and organized. Signage size and location are to be approved by the District.

2.10. **Parking.** All motor vehicles must be parked in designated parking spaces only and shall abide by any/all posted and/or painted restrictions. Violators will be cited and/or towed at owner’s expense.

2.11. **Noise.** Noise level is to be kept at acceptable residential levels.

2.12. **Requirements.** User to maintain and keep all requirements with the District, the City and any/all other governing bodies.

2.13. **Food.** Food sales are limited to licensed, self-contained vendors only with advance District written approval.
ARTICLE 3. TERM OF AGREEMENT.

This Agreement shall commence on the Effective Date and shall continue in full force and effect thereafter until and including __________, 20__ (“Term”), unless this Agreement is terminated during the Term as provided below in this Agreement.

ARTICLE 4. TERMINATION OF AGREEMENT.

This Agreement may be terminated at any time by written agreement or upon thirty (30) days’ advance written notice by one Party to the other. However, in no event shall termination take effect with respect to program(s) in progress. Program(s) shall be permitted to conclude and termination will take effect upon conclusion of such program(s).

ARTICLE 5. PAYMENT.

In consideration for User’s use of the Space and Common Areas under this Agreement, User shall pay District a total amount of $ (“Use Fee”).

ARTICLE 6. INSURANCE.

6.1. Insurance. User agrees to maintain, in full force and effect, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars ($1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an “occurrence” form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000); (iii) Employer’s Liability with limits of not less than One Million Dollars ($1,000,000) per occurrence; (iv) Workers’ Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars ($1,000,000).

6.2. Certificate of Insurance. User agrees to name District, College of the Canyons Foundation, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). User shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Purchasing Services, 26455 Rockwell Canyon Road, Santa Clarita, CA 91355, before services are to commence.

6.3. User's Insurance Primary. User’s insurance shall be endorsed to be primary. Such endorsement shall state that District’s coverage is excess of User’s insurance coverage and will not contribute with User’s insurance.

6.4. Notice of Cancellation or Coverage Reduction. The above insurance shall be endorsed to include a written notice to be mailed to District by each insurer no later than thirty (30) days before the effective date of any cancellation, non-renewal, or reduction of coverage of such insurance.

6.5. Deductible or Self-Insured Retention. Any deductibles or self-insured retentions applicable to the above-required insurance shall be specifically approved by District before their application. User shall be solely responsible for payment of any deductibles or self-insured retentions for insurance that User is required to procure under this Agreement.

6.6. Claims-Made Policies. If any of the above-required insurance is written on a claims-made basis, User shall provide an extended reporting period (i.e., tail coverage) available for District commencing on the termination of this Agreement for the coverage and limits specified in this Section 6 and extending for five (5) years from the termination of this Agreement.

6.7. Procurement by District. If User fails to provide any of the above-required insurance, District may, but is not obligated to, procure and maintain such insurance. If District elects to procure any of the above-required insurance, District shall provide User with written notice of this election at least ten (10) business days before District procures the insurance. After providing User with the 10-business day notice and if District procures any of the above-required insurance pursuant to this Subsection, User shall be responsible for the cost of such insurance and shall reimburse the cost of such insurance to District no later than ten (10) business days of the date of the invoice from District. District also may terminate this Agreement if User fails to maintain the insurance requirements of this Section 6 at any time during the course of this Agreement.

6.8. District. During the Term of this Agreement, District shall maintain insurance or self-insurance against claims for injuries to persons or damages to property (real and personal, including the structures on District’s property, and any personal property that District owns).

ARTICLE 7. INDEMNITY.

7.1. Obligations of Parties. Each Party (“Indemnifying Party”) shall, to the fullest extent permitted by law and only in proportion to each Party’s respective liability, defend, indemnify, and hold harmless the other Party (“Indemnified Party”) and the Indemnified Party’s governing body, officers, employees, and agents from and against any claims, suits, and liability relating...
to this Agreement and arising out of any act or omission of, or caused by, the Indemnifying Party and/or the Indemnifying Party's governing body, officers, employees, or agents. The Parties intend by the provisions in this Subsection 7.1.1 and hereby agree that where the Parties are jointly liable, each Party's obligation under this subsection to the other Party shall only be in proportion to each Party's liability. Each Party is solely liable for any claims, suits, and liability arising out of the sole act or omission of, or caused solely by, that Party and/or its governing body, officers, employees, or agents.

7.2. Notice of Claim. Where an Indemnifying Party is required by this Agreement to indemnify, defend, or hold harmless an Indemnified Party with respect to any claim by a third party, the Indemnified Party shall give prompt and reasonably detailed written notice of the circumstances to the Indemnifying Party, including, without limitation, the name of the third party and the amount of the third party's claim. If the amount of the third party's claim is not yet liquidated or otherwise determinable, the Indemnified Party shall include in the notice to the Indemnifying Party a reasonable, good faith estimate of the amount of the third party's claim. Any delay by the Indemnified Party in giving notice to the Indemnifying Party as required by this section shall not relieve the Indemnifying Party of the Indemnified Party's indemnity, defense, and hold harmless obligations, unless the Indemnified Party's delay in giving notice results in actual prejudice and then only to the extent of the actual prejudice. The Indemnified Party shall not make any admission or make or accept any offer of settlement or compromise or consent to entry of any judgment (other than a dismissal on the merits with prejudice without costs) or findings of fact without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

7.3. Survival of Obligations. The obligations set forth in this Section 7 shall survive the termination of this Agreement.

7.4. No Limitation by Insurance. Neither the existence of any of the insurance coverage required to be carried by User pursuant to this Agreement, nor the minimum coverage limits specified in this Agreement with respect to any such coverage, shall be deemed to limit or restrict in any way User's liability arising under or out of this Agreement.

ARTICLE 8. INTENTIONALLY LEFT BLANK.

ARTICLE 9. GENERAL PROVISIONS.

9.1. Entire Agreement and Amendment. This Agreement constitutes the entire agreement and understanding between the Parties, and is a complete and exclusive statement of the terms of the Parties' agreement pursuant to Code of Civil Procedure section 1856. This Agreement cannot be modified orally, and is to be modified only by a written instrument executed by the Parties.

9.2. Assignment. The obligations of the User pursuant to this Agreement shall not be assigned by the User without the express, written approval of the District.

9.3. Compliance with Applicable Laws. In performing the Work, User shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances applicable to User's use of the Space.

9.4. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Los Angeles, California.

9.5. Permits/Licenses. User and all User's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

9.6. Trademark/Logo Use. User must obtain written approval from District's Public Information Office (“PIO”) to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish User with camera-ready artwork for such use.

9.7. Notices. All notices or other communications required or permitted under this Agreement shall be deemed duly given if in writing and delivered personally, sent by a reputable overnight courier services (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

User: [INSERT USER'S NAME]
Attn: [INSERT CONTRACT PERSON'S NAME]
[INSERT ADDRESS]
[INSERT CITY, STATE, ZIP]
[INSERT PHONE NUMBER]
[INSERT EMAIL ADDRESS]

District: Santa Clarita Community College District
Attn: Assistant Superintendent/Vice President, Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91365
Phone: (661) 362-3476
Fax: (661) 362-5480
A Party may change its/his/her designated representative and/or address for receiving notices and communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

9.8. **Authority to Execute Agreement.** Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind the Party to this Agreement.

9.9. **Approval of District’s Board of Trustees.** Pursuant to Education Code section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District’s Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

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