

Roseville City School District

Conditions to Use

ORGANIZATION shall not interfere with the performance by any DISTRICT employee of his or her responsibilities.

Possession or use of alcoholic beverages or narcotics on DISTRICT facilities is strictly prohibited.

The facilities are to be used as furnished. ORGANIZATION must obtain written consent before any alteration, additions, electrical appliances, equipment, special lighting or decorations are used. Floral decorations are exempt.

The facility must be promptly evacuated after scheduled use hours.

Advertising. ORGANIZATION may not, either in print or by other means, advertise its use of DISTRICT facilities without the prior written approval of the DISTRICT or designee. Any advertising or promotional material for ORGANIZATION's event that is the subject of this Agreement or that includes a reference to DISTRICT facilities as the location for ORGANIZATION's event(s) shall prominently state, "This program is not sponsored by the (DISTRICT). The DISTRICT is not liable for any incidents related to the program."

Capital Improvements. ORGANIZATION shall ensure that no structures, improvements, alterations or facilities, including but not limited to incidental structures such as raised beds and other temporary construction shall be constructed, erected, altered, or made to DISTRICT facilities. The DISTRICT reserves the right to remove or alter any of the DISTRICT facilities at any time without prior notice to ORGANIZATION.

Limitations on Use.

ORGANIZATION shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules, regulations, DISTRICT policies and requirements ("Law") regarding use of DISTRICT facilities. During all use of DISTRICT facilities, ORGANIZATION shall ensure the presence of sufficient staff to ensure that the use of DISTRICT facilities will not result in damage to DISTRICT facilities. ORGANIZATION is fully responsible for any damage that occurs to DISTRICT facilities during ORGANIZATION's use and resulting from ORGANIZATION's use. ORGANIZATION shall not use, permit, or allow DISTRICT facilities, or any portion of the DISTRICT facilities, to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law. Without limitation to the foregoing, ORGANIZATION expressly agrees that its use of the structures within DISTRICT facilities shall comply with the requirements of the local fire code.

ORGANIZATION will not permit the possession or consumption of alcohol or the use of tobacco products on DISTRICT facilities.

If any license, permit, or other governmental authorization is required for ORGANIZATION's lawful use of DISTRICT facilities, ORGANIZATION shall procure and maintain it to the extent required by Law, providing prior notice to DISTRICT of the need for such authorization and providing DISTRICT with a copy of any such authorization.

All materials, equipment, and supplies provided or used by ORGANIZATION at or on DISTRICT facilities shall fully conform to all applicable Law. ORGANIZATION shall not store any items, including equipment on DISTRICT premises, without DISTRICT's prior written consent. Should DISTRICT expressly permit storage, DISTRICT shall not be liable for any item lost, damaged, destroyed, or stolen, while stored on the premises. If permission is granted to store items at DISTRICT facilities, on termination of this Agreement or at the expiration of the term hereof, ORGANIZATION shall remove all personal property of ORGANIZATION from DISTRICT facilities.

Statement Required by Education Code section 38136.

The undersigned for ORGANIZATION states that, to the best of his or her knowledge, DISTRICT facilities for use of which Agreement is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means. ORGANIZATION, on whose behalf he or she is entering this Agreement for use of DISTRICT facilities, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action ORGANIZATION or Communist front ORGANIZATION required by law to be registered with the Attorney General of the United States. This statement is made under the penalty of perjury.

Safety and Security. ORGANIZATION shall at all times provide adequate supervision and security for its use of DISTRICT facilities and shall provide sufficient representatives of ORGANIZATION to ensure the safety of minors and the public whenever such groups are present on DISTRICT facilities. With the exception of persons who are under direct DISTRICT supervision, ORGANIZATION shall be solely and completely responsible for the safety of all persons and property when using DISTRICT facilities. At the conclusion of each days' use of DISTRICT facilities, ORGANIZATION shall ensure that the DISTRICT facility that was used is properly secured.

Termination.

Notwithstanding anything to the contrary herein, either Party may terminate this Agreement for any reason and without cause at any time upon ten (10) days' written notice to the other Party.

Additionally, DISTRICT may also terminate this Agreement with twenty-four (24) hours' notice to ORGANIZATION if ORGANIZATION breaches the terms of this Agreement as determined by DISTRICT.

Insurance. Without limiting ORGANIZATION's indemnification set forth in section 14, ORGANIZATION shall secure and maintain in force during the term of this Agreement a comprehensive general liability policy in the amount not less than \$1,000,000/\$2,000,000 per occurrence/aggregate for bodily injury, personal injury, and property damage. ORGANIZATION shall provide a certificate(s) of insurance and endorsements on forms acceptable to DISTRICT for the period of this Agreement, with full Worker's Compensation Insurance coverage for not less than the statutory limits, and employer's liability insurance coverage with limits not less than \$1,000,000, for all persons whom it employs or may employ in carrying out the work under this Agreement. This insurance shall be in strict accordance with the requirements of the most current and applicable State Workers Compensation Insurance laws. The insurance required pursuant to this Agreement shall constitute primary coverage for any bodily injury, personal injury, and property damage arising out of ORGANIZATION's actions or inactions under this Agreement. Neither the existence of any of the insurance coverage required under this Agreement nor the minimum coverage limits specified herein with respect to any such coverage shall be deemed to limit or restrict in any way ORGANIZATION's liability arising under this Agreement. The policies required under this Agreement shall: (i) name DISTRICT as an additional insured and be provided on an occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by DISTRICT; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days' written notice shall be given to Facilitron before the cancellation or reduction of coverage or amount of such policy. ORGANIZATION shall provide a certificate and additional insured endorsement issued by the carrier of the policies described under this Section to Facilitron prior to the first day of use of the Facilities. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to Facilitron not less than thirty (30) days before the expiration of the term of such policy (if coverage will renew during the term of facilities use). Coverage shall be subject to Facilitron's approval and issued by an insurer admitted and licensed in California to transact insurance coverage and issue policies. ORGANIZATION shall not commence its use of the Facilities under this Agreement until this certificate is provided. ORGANIZATION shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to Facilitron.

Indemnification. ORGANIZATION shall defend, indemnify, and hold harmless the DISTRICT and its agents, employees, the DISTRICT's governing board ("Board"), and members of the Board, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, ORGANIZATION's use of the facilities; ORGANIZATION's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to DISTRICT, DISTRICT's Board, its agents, employees, volunteers, invitees, members of the Board, for any act, omission, negligence, or misconduct of ORGANIZATION or its respective agents, subcontractors, employees, volunteers, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to

negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Paragraph. This indemnification provision shall survive the expiration or termination of the Agreement.

Assumption of Risk. ORGANIZATION is advised that risks are inherent in the use of any public facility, including but not limited to the presence of transmissible infections and disease such as the novel coronavirus / COVID-19. ORGANIZATION agrees to follow all required public health directives and guidelines, as well as prudent best practices, including but not limited to use of face coverings, social distancing, and cleaning / disinfecting protocols. In light of current public health guidance and possible health risks, ORGANIZATION still desires to use the facilities. ORGANIZATION acknowledges that it has been advised of certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, but include the full range of COVID-19 symptoms, including death. ORGANIZATION has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in using DISTRICT facilities. ORGANIZATION, on behalf of itself, its employees, agents, invitees, and guests, voluntarily chooses to use the facilities and knowingly assumes all such risks.

Right of Entry. At no time shall ORGANIZATION have sole or exclusive access to or use of DISTRICT facilities and DISTRICT personnel may enter DISTRICT facilities at any time for any purpose. ORGANIZATION waives any claim for inconvenience or interference with activities, or any loss of occupancy or quiet enjoyment, caused by such entry.

Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Placer County, subject to any motion for transfer of venue.

Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Assignment. ORGANIZATION shall not assign or transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.

Amendments. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by both the Parties.

Entire Agreement; Conflicts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid. Any previous agreements between DISTRICT and ORGANIZATION regarding DISTRICT facilities are hereby terminated.

Headings. The headings of the sections are for convenience only and are not a part of this Agreement, nor shall they be considered in construing the intent of this Agreement.

Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

Waiver. No waiver of default in any of the terms, covenants, or conditions in this Agreement shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.

Future Assurances. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.

Notices. All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the Parties at the addresses set forth below:

Facilitron, Inc.

PO Box 1935

Los Gatos, CA 95031-1935

Attention: Roseville City School District

Execution by Facsimile or in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

Board Approval/Ratification. The effectiveness of this Agreement and any amendment thereto is contingent upon approval or ratification by DISTRICT's Governing Board.