

2020-2021 USE OF FACILITIES
LICENSE AGREEMENT BETWEEN
WORLD ACADEMY AND
ALVORD UNIFIED SCHOOL DISTRICT

This is an Agreement between the World Academy (Lessee), and the Alvord Unified School District (District) to provide certain facilities to be used for an after school tutoring program.

IT IS AGREED between the parties as follows:

1. Facilities to be provided: District shall provide the facilities described below for Lessee's use during the term of this Agreement:

School Site(s): **Lake Hills Elementary and**

Address: 16346 Village Meadow Dr.
Riverside, CA 92503

Rooms: 2 classrooms – Room #s: E215 and E204

Promenade Elementary

550 Hamilton
Corona, CA 92879

Rooms: 2 classrooms – Room #s: 20, 21

Days of Use: Regular school days, 12:30 p.m. – 6:00 p.m., non student, employee work days - 7:00 a.m. – 6:00 p.m.

Term: The term of this agreement **shall begin March 5, 2021 and terminate on June 30, 2021.**

Additional rooms or hours: Any additional rooms or hours need to be requested two (2) weeks in advance, and rent will be billed separately from this Agreement.

2. Holidays and Non-Employee Work Days: The district reserves the right to restrict access during any federal, state or local holiday, employee non-work day and days dedicated to district wide energy conservation.
3. Rent: Lessee shall pay District, at the rate of **\$3,192.00** (three thousand one hundred ninety-two dollars) **per month** as rent for the use of the facilities for the term of this agreement. During normal work hours the District will provide custodial service to open and lock classrooms, paper products for bathrooms and utilities as noted in Paragraph 8.
4. Billing: The above rental payment shall be made in monthly installments of **\$3,192.00** (three thousand one hundred ninety-two dollars) on the first day of each month in accordance with the District's standard billing procedures.

There will be a 10% penalty charge, if payment is received after the 15th day of the month.

5. Annual Increase: During the term of this agreement, the rental lease payment amount shall be subject to increase 10% annually until the Board approved Use of Facilities fee schedule amount is met.
6. Access to Facilities: Board and Superintendent, agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the above facilities over such other portions of District's property at the school as the District and the Superintendent deems necessary for the use of the facilities.
7. Equipment: The use of kitchen, or any other district equipment (e.g. copier) and property without prior approval is strictly forbidden.
8. Alterations: Lessee **shall not** make any alterations, changes or additions to the premises without obtaining prior written consent of District. At the time of termination of this lease any such alterations, changes, or additions shall inure to the benefit of District and shall become property of District unless the parties shall otherwise agree in writing prior to installation thereof. In case such alterations, changes or additions are removed, Lessee will return room to its original condition, reasonable wear and tear expected.
9. Utilities and Custodial Services: District shall provide all water, electricity and custodial services; the cost of the same shall be included in the rental fee. Custodial services shall include the general care and cleaning of classrooms, halls, windows, and bathrooms during normal work hours.
10. Damage to Premises: Lessee shall pay District for the repair or replacement of any property of facilities of District that may be lost, damaged, or stolen as a result of Lessee's use of District's premises, except for those losses which are a result of, or to the extent they are increased by, District's failure to keep the premises in good repair as provided in Paragraph 6. Lessee shall not be responsible for normal wear and tear to premises.
11. Indemnification: Lessee shall defend, indemnify and hold harmless District, its officers, employees and agents, from every expense, liability or payment by reason of injury (including death) to persons or damage to property as a result of any acts or omissions of Lessee, its officers, employees or agents arising from the performance of this Agreement.
12. Insurance: Lessee shall provide evidence of General Liability insurance with limits no less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and Workers' Compensation insurance as required by statutory law. Lessee will name Alvard Unified School District, its Board, officials, agents and employees as Additional Insured (by separate endorsement) on the insurance policies (excluding Workers' Compensation). Insurance is to be placed with insurers admitted by the State of California. A copy of the certificate of

insurance will be supplied to the District prior to the commencement of this Agreement. Lessee shall provide the District with no less than thirty (30) days prior written notice of cancellation or any material change in the insurance coverage required herein.

- 13. Assignments, Subcontracts: This Agreement or any part thereof, may not be assigned or subcontracted by either party hereto, except with the written consent of the other party. Any assignment or subcontract made without such consent shall be void, and shall, at the option of the aggrieved party, terminate this Agreement.
- 14. Termination of Contract: Both parties of this lease agreement may terminate this Agreement with a thirty (30) day written notice.
- 15. Notices: All notices to be given under this lease agreement shall be deemed to have been duly executed when mailed by registered or certified mail, return receipt, postage prepaid to the party notified at the address set forth:

District: Kevin Emenaker
 Executive Director of Administrative Services
 Alvord Unified School District
 9 KPC Parkway, 3rd Floor
 Corona, CA 92879

Lessee: Michael & Marion Higgins
 World Academy
 16162 Cousins Cr.
 Riverside, CA 92503

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS EVIDENCED BELOW.

Kevin Emenaker
 ALVORD UNIFIED SCHOOL DISTRICT
 9 KPC Parkway, 3rd Floor
 Corona, CA 92879

Michael Higgins
 WORLD ACADEMY
 16162 Cousins Cr.
 Riverside, CA 92503

By: _____

By: _____

Date: _____

Date: _____