

## FACILITY USE AGREEMENT

**Alvord Unified School District**

**ATTN: Virginia Carrillo**

**9 KPC Parkway**

**Corona, CA 92879**

THIS FACILITY USE AGREEMENT (the "Agreement") is made on **May 20, 2022** (the "Effective Date"), by and between California Baptist University, a California nonprofit religious benefit corporation, ("University") and **Alvord Unified School District** "Client." University and the Client are each a "Party" and are sometimes collectively referred to herein as the "Parties."

Event Name: Terrace Elementary School  
Email: alicia.sanchez@alvordschools.org  
Phone Number: (951)358-1660  
Guest Count: 120

1. **FACILITY AND EVENT.** Subject to the terms and conditions set forth herein, University hereby grants to the Client a revocable license to enter upon University's property situated at 8432 Magnolia Avenue, Riverside, California, (hereinafter referred to as the "Premises") for the express and limited purpose of a **Swim Activity** in University's **Aquatics Center** (the "Facility") which will be taking place on the Premises on **May 25, 2022 from 9:30 AM – 11:30 AM.**

2. **FEES/CHARGES.** Client will be charged a fee of **(\$420)** for the use of the Facility for the Event. The charges include: Pool **(\$150 per hour)** and Lifeguard Fee **(\$60 per hour)** The Client agrees to remit to the University payment for housing, dining, facilities, and all other services rendered according to the Agreement. Any deviation from this Agreement on the part of the Client will result in additional charges. Payment in full is required within thirty (30) days of the date of the invoice.

3. **DEPOSIT.** A **\$100.00** non-refundable deposit is required to reserve the Facility.

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4. **CANCELLATION FEE.** A 30-day advance cancellation notice is required. Failure to cancel reservation within this time frame will result in forfeiture of the full facility fee.

5. **FOOD SERVICES.** A final invoice including food services will be sent to the main contact after the conclusion of the Event. Sales tax is added to food service cost. Attendance count is required ten (10) days prior to Event. Food service will be billed per person based on attendance count given. A minimum of twenty-five (25) guests is required for catered food service. Food service on the campus is provided by University's contracted food service provider, Provider Contract Food Service. All food service on campus must be arranged through Provider Contract Food Service. The client must review the catering menu and complete the catering request form on [www.calbaptist.edu/dining/catering/index.php](http://www.calbaptist.edu/dining/catering/index.php) before contacting Provider Food Services via email or phone call. The client is responsible for contacting Food Services.

6. GENERAL PROVISIONS AND REGULATIONS. While on the Premises, the Client and personnel are required to adhere to all University policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety, and public order as set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

a) COVID-19 PROTOCOLS: On-Campus attendees are expected to abide by all then current COVID-19 related protocols and policies in place by CBU for its campus and indoor events which may include showing proof of up-to-date vaccination status or negative COVID-19 test prior to entry into the facility and wearing of face masks inside the facility. Staff and/or faculty are encouraged to notify all attendees prior to the Event of then current CBU COVID-19 related protocols and policies.

7. ACCEPTANCE OF PREMISES AND FACILITY; DAMAGE. By entering into this Agreement, Client agrees to accept the Facility in its present condition. No alterations, changes, or decoration may be made to the Facility. Client will use the Facility in a careful, safe and proper manner and will surrender them to the University in the same condition and repair as when the Client entered the Facility. Client agrees leave the Facility and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of the Facility pursuant to this Agreement, reasonable wear and tear excepted, and to pay for any injury or damage that may occur through the use of the Facility by Client. Client shall be responsible for any damage to the Facility and/or Premises or injury caused by the Client, its employees, contractors, or agents in connection with the Event. In addition, Client shall cause each of its participants (coaches, players, staff, etc.) to execute the Waiver of Liability, Release and Indemnity Agreement attached hereto as Exhibit "B" and shall deliver to University the completed Agreement prior to arrival at the Premises for the Event.

8. INSURANCE. The Client agrees to maintain all necessary insurance to protect itself and its personnel against all claims for bodily injury or death of any person or persons whether or not employed by the Client which may arise from any activity associated with this Agreement. The required insurance in all cases will be a general aggregate and products – comp/op aggregate, minimum coverage \$3,000,000 each. A personal/adv injury policy in the amount of \$1,000,000, medical expense in the amount of \$15,000, each occurrence in the amount of \$1,000,000, and damage to rented premises in the amount of \$1,000,000 are also required. Finally, a minimum of \$1,000,000 coverage is required for automobile liability (combined single limit) and work compensation and employers' liability (e.l. each accident, e.l. disease – ea employee, and e.l. disease – policy limit). The University must be named in stated policy as the additional party insured. Prior to the Event, the Client will submit a Certificate of Insurance to the University evidencing Client's insurance as required in this section. A sample of an appropriate certificate of liability insurance is attached for the client's reference.

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9. INDEMNIFICATION. The Client agrees to indemnify, defend, and hold the University, its agents, and employees completely free and harmless from any and all liability loss, damage, costs and all other claims for expenses, including attorney's fees arising out of, or resulting from claims by or judgment from Client use of the University's Premises, facilities or equipment as contemplated by this Agreement. The University does not assume any responsibility for loss or damages to any persons, materials, property or personal effects brought onto the Premises for the purpose of the Event.

10. NO WARRANTIES. University makes no express or implied warranties of any kind as to the suitability of the Premises for Client purposes. In no event will University be liable to Client or any of its affiliates for any incidental, indirect, special, punitive, exemplary or consequential losses or damages including, without limitation, lost profits, lost revenue, loss of reputation, loss of business or business interruption.

11. UNIVERSITY'S MISSION. California Baptist University is committed to the proposition that each person has been created for a purpose. CBU helps students understand and engage this purpose by providing a Christ-centered educational experience that integrates academics with spiritual and social development opportunities. Graduates are challenged to become individuals whose skills, integrity and sense of purpose glorify God and help to distinguish them in the workplace and in the world. CBU's campus and facilities are used specifically for the purpose of accomplishing the University's mission as an academic institution. In order to promote the University to various audiences and to attract

prospective students, CBU offers its campus facilities for use by external clients. The use of these facilities by such external clients furthers the institution's mission by providing the opportunity to promote California Baptist University to these clients and those who attend their events. Consequently, CBU requires that attendees at events sponsored by external clients that use CBU campus facilities shall receive a brief presentation about the University and its programs to be conducted at or near the beginning of the visiting group's initial session. Acceptance of this requirement shall be indicated by the initials of a representative of the external client or group.

12. **RELATIONSHIP OF PARTIES.** Except as expressly provided in this Agreement, the relationship of the Parties is that of independent contractors, and neither Party shall be deemed to be the partner, joint venturer, franchisor or franchisee, or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf except as defined in this Agreement.

13. **ASSIGNMENT.** Neither this Agreement nor any duties or obligations of this Agreement may be assigned by Client without the prior written consent of University.

14. **SEVERABILITY.** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid, illegal, or unenforceable, then such portion shall be deemed severed from this Agreement and the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purpose of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter herein and supersede any and all prior or contemporaneous negotiations, correspondence, or oral or written agreements between the Parties. No supplement, amendment, or modification of any provision of this Agreement shall be effective unless in writing and executed by both Parties.

16. **HEADINGS.** The headings appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe, or describe the scope or intent of any provision of this Agreement, nor in any way affect this Agreement.

17. **COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the duly authorized signatories of each of the Parties have executed this Agreement effective as of the Effective Date set forth above.

"CLIENT"	"UNIVERSITY"
<div>Signature: _____</div> <div>Name: <u>Resma Byrne, Ed.D.</u></div> <div>Title: <u>Assistant Superintendent, Educational Services</u></div> <div>Date: <u>5/20/22</u></div>	<div>California Baptist University, a California nonprofit religious benefit corporation</div> <div>Signature: _____</div> <div>Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>

## EXHIBIT A

### UNIVERSITY REGULATIONS

The Client agrees to communicate the terms and expectations of this Agreement to its staff and personnel. University regulations include but are not limited to the following:

a) **DRESS CODE.**

1. Undergarments are not displayed.
2. Shorts, skirts, and dresses are at a length that will allow the wearer's finger tips to touch the garment when arms and hands are fully extended, while standing.
3. All forms of clothing cover the wearer's midriff and, for females, the chest/bust area as well. The length of garments worn on the upper torso (i.e. shirts, tanks, blouses, sweaters) must cover or be covered by the wearer's waist band while standing.
4. All forms of clothing cover or rest on or above a wearer's hips.
5. Bare feet are prohibited in all areas except the University Aquatic Center.
6. Lewd clothing and clothing which displays alcohol, tobacco products, satanic symbols, and inappropriate language and/or symbols, is not permitted.

b) **FIRE RELATED POLICIES.**

1. It is illegal to tamper with fire equipment. Tampering with fire equipment will result in a \$500 fine invoiced to the Client.
2. No candles, oil lamps, or open flames of any sort may be burned on the Premises.
3. Possession or use of fireworks, explosives, or volatile materials on the Premises is prohibited. The charge for use of fireworks is \$100.00 per infraction.
4. Hot plates, toaster ovens, or similar appliances are prohibited in University buildings. No cooking is allowed except in kitchen areas.
5. Building entrances, hallways, and access ways may not be blocked at any time.

c) **SAFETY AND DAMAGE CONCERNS.**

1. Client agrees to leave the Premises and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of the Premises pursuant to this Agreement, reasonable wear and tear excepted, and to pay for any injury or damage that may occur through the use of the Premises by Client.
2. Roofs are completely off-limits.
3. All state vehicle regulations apply on the Premises, including seat belt laws. All campus speed limits and other regulations are to be followed by all guests. Vehicles are restricted to marked roads and parking places.
4. RV's may not be used for meals or housing without prior written approval from the University.
5. Vehicles are not to be driven on pathways, walkways, or lawns, even for loading or unloading.
6. The posted maximum speed limit on campus is 15 mph.
7. Pedestrians have the right of way at all times. However, pedestrians are to walk on sidewalks and walkways, not on roads or through construction areas.
8. Visitors should not park in reserved spaces (faculty, resident directors, etc.).
9. Staff and visitors are not allowed to bring electric vehicles (golf carts) onto campus.
10. Skate boards and roller-skating/roller-blading are prohibited.

d) **BUILDING / FURNISHINGS / ALTERATION.**

1. Rearranging rooms or furniture, removing or adding furniture, tampering with electrical, mechanical, or telephone fixtures or with windows or window screens is not allowed without prior authorization from the University's Conferences and Events Office.
2. If alterations have been authorized, the Client agrees to return all rooms to original condition. Client will be charged \$75.00 per hour for all labor and additional costs of materials to return rooms to original condition.
3. Posting of all signs must be pre-approved by University. Attaching any object to the University Premises by nail, screw, "double stick" foam tape, or any adhesive which permanently stains, alters, or damages the Premises without prior approval of the University is prohibited.

e) **NOISE RESTRICTIONS AND CONSIDERATIONS.**

1. In order to be considerate of California Baptist University and the surrounding community, use of the following requires prior approval of the University's Conferences and Events Office:
  - a. Amplified sound systems operated outside buildings.
  - b. Megaphones, air horns or bullhorns of any type used outdoors.
2. Outdoor organized group activities shall not be permitted between 10:00 pm and 7:00 am.
3. Quiet hours are from 11:00 pm to 7:00 am. After 11:00 pm, all windows and doors shall be closed in buildings when music is being amplified for organized group events.

f) **PROHIBITED ACTS / MATERIALS.** The following are not permitted on the California Baptist University campus under any circumstances:

1. Profanity, abusive or inconsiderate language.
2. Use or possession of tobacco and alcohol products.
3. Lewd or pornographic materials or publications

g) **DANCING.** Ballroom and contemporary social dancing are prohibited.

h) **ANIMALS.** Animals, with the exception of handicap assistance animals, are not allowed on campus.

i) **LOST ITEMS.** Lost personal items cannot be returned. The University is not responsible for lost items.

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Exhibit B

**WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT**

In consideration of permission to use the property, facilities, staff, equipment and services of CBU for the Event on **May 25, 2022 from 9:00 AM – 11:30 AM** we, the undersigned, for ourselves, our heirs, personal representatives or assigns, do hereby covenant not to sue, and release, waive, and discharge from liability CBU, its trustees, officers, agents, servants, and employees from any and all claims including the negligence of CBU resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, and use of facilities, premises, or equipment.

We agree to indemnify and hold CBU, its trustees, officers, agents, servants and employees completely harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees, arising or resulting from our involvement at CBU and to reimburse them for any such expense incurred.

We have read this *Waiver of Liability, Release, and Indemnity Agreement* and fully understand its terms, and understand that are giving up substantial rights, including my right to sue. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the law of the State of California. We also agree to abide by all policies developed by CBU and directions given by its personnel.

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