



USE OF FACILITIES AGREEMENT BETWEEN PUBLIC AGENCIES

This Use of Facilities Agreement ("Agreement") is entered into by Napa Valley Unified School District ("District") and Napa Boys and Girls Club ("Agency").

The District has requested, and the Agency has approved, the District's use of Napa Boys and Girls Club Gym, 1515 Pueblo Avenue, Napa, California, 94558, including restroom and parking facilities ("Facilities"), for the purpose(s) of assemblies and other student activities, a use and relationship authorized under Education Code Section 10900, et. seq. Neither the District, nor its employees, agents, guests nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.

This Agreement is effective from 07/01/2019 to 06/30/2020 unless otherwise terminated or extended by a written document executed by both parties.

Use of the Facilities shall occur on dates and times mutually agreed to by the District and the Agency, as evidenced by a jointly executed writing. Such use shall not interfere with the Agency's ability to carry on activities, interfere with the Agency's ability to carry on recreational activities, or interfere with other potential users' authorized right to use Agency property, including the Facilities covered by this Agreement.

District's right to use the Facilities is not subject to a usage fee.

At all times, the District, its guests and invitees at the Facility, shall comply with the Agency's rules, regulations, and policies, copies of which are deemed to have been provided to the District prior to the execution of this Agreement. The District and its guests and invitees shall also (a) conduct themselves in accordance with all other potentially relevant federal, state or local laws or regulations, (b) respect the Agency's employees, students, and property, and (c) engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes or altercations with others. The District is responsible for ensuring that its Directors, Officers, agents, employees, contractors, guest invitees, participants, and guests, as well as any other individual who will attend or view the contemplated activities at the Facilities, comply with these requirements.

The District shall at all times, provide equipment and instructors trained, experienced, and otherwise suitable for the purposes of the District's intended use of the Facilities. The District shall ensure that the Agency's property is not altered, modified or changed in any manner absent the Agency's express prior and written consent. Failure to comply with these obligations shall, at the discretion of the Agency, be a basis to immediately terminate this Agreement.

The Agency shall ensure that the Facilities are timely and properly made available for use by the District. The District waives any claim against the Agency for damages relating to its use of the Facilities, including, but not limited to, theft or destruction of the District's property.

The Agency is financially responsible for claims or damages caused by its negligent failure to maintain, repair or keep in good repair the Agency's Facilities. The Agency shall defend and indemnify the District, and its Directors, Officers, employees, agents, and volunteers should a claim be made for which the Agency is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. To the extent of these indemnifiable liabilities, the Agency shall name the District, its Directors, Officers, employees, agents

and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per claim, and further subject to a 60-day written notice before such insurance or coverage is cancelled or terminated.

The District shall be financially responsible for any claims or damages caused, or arising in some manner from, whether in whole or in part, by any aspect of the District's use of the Facilities. The District shall defend and indemnify the Agency, and its agents and employees should a claim be made for which the District is financially responsible to an injured individual or individuals, or injury or damage to physical property, pursuant to this provision. It is the express intent of the parties that, in keeping with the foregoing responsibilities, the Agency, its Directors, Officers, employees, agents and volunteers are intended and expected to receive the broadest defense and indemnity protection available under law, with any doubts resolved in favor of the proposed indemnified parties. To the extent of these indemnifiable liabilities, the District shall name the Agency, its Directors, Officers, employees, agents and volunteers, as additional insureds under its liability insurance or coverage agreement(s), subject to a minimum limit of liability of \$1,000,000 per claim, and further subject to a 60-day written notice, before such insurance or coverage is cancelled or terminated.

This Agreement may be terminated due to the District's discontinuance of the activities contemplated by this Agreement, the Agency's need to modify or negate the use of the Facilities in order to carry out its required or offered educational or recreational activities, due to impossibility or implacability caused by any actual or planned change, modification or repair to the Facilities, or to circumstances affecting the safety or health of anticipated users of the Facilities. Notice of the termination of this Agreement is effective on 60-days written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety issues.

Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, deemed valid and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this agreement is controlled by California law, with any disputes subject to binding arbitration, with the parties agreeing that such arbitration is to be conducted in the most expeditious and cost effective manner. The prevailing party in such arbitration, in the arbitrator's discretion, may be awarded reasonable attorney's fees and costs.

This is a fully integrated document, containing the entirety of the parties' agreements. Both parties must agree in writing to any change in the terms of this Agreement; neither oral modifications nor course of conduct will be deemed a sufficient basis to alter or change the terms of this Agreement. The provisions of this contract cannot be waived, nor shall either party rely upon the actual or alleged failure to require complete compliance with all aspects of this Agreement as an excuse or basis not to carry out its own respective obligations.

This Agreement has been duly reviewed and approved by the authorized agents of the District and Agency, who warrant and represent that they have the power and authority to bind their respective principals to the terms of this Agreement.

Dated: _____

By: _____

Title: Assistant Superintendent/Business
As Authority Agent of the "District"

Dated: 5-22-19

By: [Signature]

Title: Executive Director
As Authority Agent of the "Agency"