

2020 USE OF FACILITIES
LICENSE TO USE AGREEMENT BETWEEN
ONYX PAVING, COMPANY, INC. AND
ALVORD UNIFIED SCHOOL DISTRICT

This is an Agreement between the Onyx Paving Company, Inc. (Lessee), and the Alvord Unified School District (District) to provide access to and parking lot at McAuliffe Elementary School 4100 Golden Avenue Riverside, CA 92505, to be used as a staging area for Magnolia Construction Project outlined below.

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:
District Site(s): **Parking Lot at McAuliffe Elementary**
Address: 4100 Golden Avenue
Riverside, CA 92505
Space for Use: Parking Lot at McAuliffe Elementary

Term: The term of this agreement **shall begin starting December 11, 2020 and terminate on January 11, 2021.**
2. Rent: Lessee shall pay District, at the rate of **\$550.00**** (five hundred fifty dollars) **per month** for the use of the facilities for the term of this Agreement.
3. Billing: **\$550.00 (five hundred fifty dollars) due immediately** 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.
4. 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 site as the District and the Superintendent deems necessary for the use of the facilities.
5. 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 parking lot to its original condition, reasonable wear and tear expected.

6. Damage to Premises: Lessee shall pay District for the repair or replacement of any property or facilities of District that may be lost, damaged, or stolen as a result of Lessee's use of District's premises. Lessee shall not be responsible for normal wear and tear to premises.
7. 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.
8. 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 Alvord 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 ten (10) days prior written notice of cancellation or any material change in the insurance coverage required herein.
9. 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.
10. Termination of Contract: Both parties of this lease agreement may terminate this Agreement with a ten (10) day written notice.
11. 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, 2nd Floor
Corona, CA 92879

Lessee: Onyx Paving Company, Inc.
2890 E. La Cresenta Avenue
Anaheim, CA 92806

**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, 2nd Floor
Corona, CA 92879

Onyx Paving Company, Inc.
2890 E. La Cresenta Avenue
Anaheim, CA 92806

By: Kevin Emenaker
Title: Executive Director, Admin. Services
Date: 12/09/2020

By: Marie Ayala
Title: Project Manager
Date: 12/09/2020