

## AGREEMENT GRANTING USE OF SCHOOL PROPERTY

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, between **LA CAÑADA UNIFIED SCHOOL DISTRICT** ("the District") and **YMCA of the Foothills / Crescenta-Cañada Family YMCA (YMCA)**.

Pursuant to California Education Code Sections 40040 through 40043, the District hereby grants to the YMCA the use of District property for the purpose of conducting an annual summer camp based on the terms and conditions set forth herein.

The specific terms and conditions upon which this grant of use is made are as follows:

1. The grant of use of the described District property will be for the period **June 5, 2017 to August 11, 2017**, agreed upon by the Governing Board of the District and the YMCA.
2. As consideration for the use of the property and other services rendered, the YMCA shall pay the District **\$31,379.62** based on square footage of 6208 square feet at a rate of \$2.36 per square foot for the month of June and a rate of \$2.43 per square foot for the months of July and August for the use of the District's facilities at **Palm Crest Elementary, 5025 Palm Drive, La Cañada, CA 91011**. The specific area of the campus is the multi-purpose room, covered area outside of the multi-purpose room, restrooms and three individual classrooms. The stage area, kitchen and all other areas are excluded. **Please note: 3,456 sq. ft. (Multi-Purpose Room and Restrooms will be used for the period of June 5, 2017 through August 4, 2017 and 2,752 sq. ft.**

***(Three Individual Classrooms) will be used for the period of June 5, 2017 through August 4, 2016. Total square footage equals 6,208 sq. ft. Two of those classrooms (totaling 1816 square feet) will be used the week of August 6 – 11, 2017. This agreement does not include use of the sound system or other electronic equipment.***

Payment will be made in two installments:

- \$5,000.00 due with signature of acceptance of agreement along with \$1,500.00 deposit to cover damages.
- Balance, based on actual usage, due within one week of August 1, 2017.

3. The YMCA shall procure an appropriate policy of Workers' Compensation Insurance covering all persons employed and all volunteers utilized by the YMCA in conducting summer camp who are required by law to be covered by Workers' Compensation Insurance.
4. The District property shall be used by the YMCA for the purposes of conducting the summer camp only. This Agreement is not intended and shall not be construed as conferring a monopoly for the benefit of any person or organization.
5. The District shall provide and pay for all utilities and custodial services provided during the contract period for the areas identified on page one. The District shall not be

required to make any improvements or repairs of any nature whatsoever except normal maintenance and repairs, and maintenance and repairs necessary to provide proper heating, electrical service and plumbing. The District shall care for and maintain the grounds, including but not limited to lawn, trees, shrubbery, flowers, walkways and sidewalks.

6. The YMCA shall take out and maintain during the term of the grant of use liability and property damage insurance in form similar to that currently maintained by the District, which shall include the YMCA and the District as insured parties. The YMCA shall provide the District with a certificate of such insurance. The coverage to be afforded by such insurance shall not be less than \$1,000,000.00. The District shall also include the YMCA as an insured party on its policy and provide the YMCA with a certificate of such insurance.
  
7. YMCA shall indemnify and hold harmless La Canada Unified School District, their respective officers, governing board members, managers, directors, employees and volunteers, from and against any and all losses, claims, damages and liabilities including all legal and defense expenses which any such indemnified party may become subject to arising out of or in connection with the YMCA Summer Camp, for any death, personal injury or property damage to the fullest extent permitted by law.

8. The YMCA agrees to have a designated adult on site, as supervisor, whenever students are present, to ensure appropriate use of District property as outlined in this agreement; and to ensure that the property is returned to the District in the condition in which it is first rented.
9. It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause or thing whatsoever in connection with the YMCA that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting either party as a partner, employee or agent of the other party; nor shall either party to this Agreement have any authority to bind the other in any respect.
10. The parties agree that there shall be a pre-inspection and post-inspection of the premises to be conducted by representatives of the District and the YMCA. The purpose of the pre-inspection is to determine condition of the premises. The purpose of the post-inspection is to determine all personal property and any repairs or replacements, if any, to be made by the YMCA. Amount due for any repairs or replacements deemed necessary shall be due on demand. The \$1,500.00 deposit will be credited against this demand. Theft or vandalism of personal property or facilities which occurs other than during the hours of use by the YMCA shall not be the responsibility of the YMCA.

11. The YMCA shall not assign its rights or privileges under this Agreement, or any interest therein, and shall not attempt to confer any of its privileges under this Agreement to any third party, nor shall it allow any other person or entity (students, agents and employees of the YMCA and the District excepted) to occupy or use the premises or any portion thereof, without first obtaining the written consent of the District; and such a consent shall not be deemed to be a consent to any subsequent grant of privilege. Any unauthorized grant of privilege by the YMCA shall be void and shall, at the District's option, terminate the rights and privileges of the YMCA under this Agreement.

This grant of use shall not, nor shall any interest therein, be assignable as an interest of the YMCA by operation of law or otherwise, without the written consent of the District.

12. All tuition and any other sums received by the YMCA pursuant to this Agreement shall be held and administered by the YMCA.

13. All notices given by the District to the YMCA or by the YMCA to the District under this Agreement shall be in writing and either delivered in person to the YMCA and to the Chief Business Officer or by mail to the following addresses:

14.

(a) Notices to the District:

La Cañada Unified School District  
4490 Cornishon Avenue  
La Cañada Flintridge CA. 91011

Attention: Mark Evans, Chief Business and Operations Officer

(b) Notices to the YMCA:

YMCA of the Foothills  
Crescenta-Cañada YMCA  
1930 Foothill Blvd.  
La Cañada CA 91011

Attention: Thomas R. Martin

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

LA CAÑADA UNIFIED SCHOOL DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

YMCA OF THE FOOTHILLS

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_