

SAN MATEO-FOSTER CITY SCHOOL DISTRICT  
2018-2019 PERMIT FOR USE OF FACILITIES  
AT KNOLLS SCHOOL TO  
SHILOH UNITED SCHOOL

1. The San Mateo-Foster City School District ("Permitter" or "District") hereby agrees to permit Shiloh United School, ("Permittee"), to occupy and use Knolls School ("Premises"), 525 42<sup>nd</sup> Avenue, San Mateo, California 94403, more specifically described as follows:

- a. Classrooms #5-8 and #13-17 (total nine (9) classrooms);
- b. Storage spaces #13A, #15A and #16A;
- c. Adjacent bathrooms, Office, LGI building, upper playground area, existing playground equipment and parking areas ("Premises").

Permittee acknowledges that other permittees and/or the District may use the classrooms and facility spaces not specifically named herein and lower playground area, at District's election, during the term of this permit. Permittee also acknowledges that other permittees and/or the District may share the Office, LGI building, and upper playground area, at District's election, based on a mutually agreed schedule.

2. In consideration of the occupation and use of the Premises, Permittee shall pay a monthly permit fee of Eighteen Thousand and Zero Cents (\$18,000.00) for fiscal year 2018-2019.

Should the Use Term be extended past June 30, 2019, the monthly permit fee shall be adjusted annually per the Consumer Price Index ("CPI") increase in June as compared to June of the prior year using the All Urban Consumers index in the San Francisco/San Jose area.

Rent for the month of July, 2019 may be renegotiated based on actual classrooms to be used in the month. Permittee shall notify the District, in writing, of intent to renegotiate the July 2019 rent by March 1, 2019.

Permittee shall pay the first month's fee to District upon signing this Permit Payment of the monthly fee thereafter shall be made by the fifth of the month. Permittee shall be liable for a late fee of 5% for any fee received by District after the fifth of the month. Unless directed otherwise in writing by the District Superintendent, or her designee, the fee shall be payable to the San Mateo-Foster City School District; 1170 Chess Drive, Foster City, California 94404.

3. The Permit shall commence on July 1, 2018 and shall terminate on June 30, 2019, provided that Permittee may extend this Permit for an additional year to June 30, 2020 subject to the District's right to terminate. Permit fees shall be paid for the period from July 2018 through June 2019 (twelve months).

4. The District may terminate this Permit anytime upon one hundred twenty (120) days' written notice to Permittee at the address below the party's signature. Permittee may terminate

this notice anytime upon one hundred twenty (120) days' written notice at the address below the party's signature. Upon expiration of the term or termination of this Permit for any reason provided under this Permit, the District is under no obligation to provide space on a continuing basis.

5. Permittee shall be responsible to provide and pay for all utilities and custodial services that are necessary for the Permittee's use of the Premises. Permittee shall be responsible to provide and pay for its own phone service. Any provision of internet connection services will be by separate written agreement.

6. The Premises are to be used and operated as private school facilities (preschool, pre-kindergarten, K-12, related child care and school activities/functions) under Permittee's control during the hours of 7 A.M. to 9 P.M. on school days. Permittee may also use the Premises for occasional Saturday school activities. Use of the site on Sundays shall be requested through the District's Civic Permits online facility use system. Any activities which involve the use, serving and/or sale of alcoholic beverages or tobacco are prohibited on the Premises. Permittee shall operate the Premises in a careful, safe manner respectful of the neighbors and other users of the site.

7. The District has the right to review and approve any signage installed by Permittee on the Premises.

8. Permittee shall at all times maintain, occupy, and use the Premises in compliance with all laws, rules, and regulations which may be applicable thereto. Permittee shall be solely responsible for obtaining approval for and conforming to any zoning and building code requirements that may be applicable to the operation of Permittee's business on the Premises.

9. Permittee shall be responsible for any payment of any taxes, assessments, levies, possessory interest taxes and other charges and governmental fees arising from this Permit and/or the operation of Permittee's businesses on the Premises. Permittee understands that this permit may be subject to property taxation or other assessments, and in that event, Permittee shall be solely responsible to pay any such taxes or assessments levied on the Premises during the term of this Permit.

10. The District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and acceptance of this permit, Permittee accepts the Premises on an "as is" basis as of the commencement of this Permit. Permittee acknowledges that the District has made no representation or warranty as to the suitability of the Premises to the conduct of Permittee's business.

11. Permittee shall make no improvements, installations or alterations to the facilities without the District's prior written approval, which approval shall not be unreasonably withheld. Any and all improvements, installations or alterations shall be performed at Permittee's sole cost. Permittee agrees that all improvements, installations and alterations will be made in accordance with the highest prevailing industry standards in a good, workmanlike manner, and if applicable,

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in compliance with any state laws and regulations applicable to school building requirements. Unless otherwise agreed by the District in writing, all rights and title to any improvements, installations or alterations to the facilities shall be transferred to the District upon expiration of the Permit term or termination of this Permit by any party.

12. Permittee's personal property and equipment shall be maintained and repaired at Permittee's sole cost.

13. The District shall have no duty or responsibility for the protection, safeguarding, care or storage of any property of Permittee used or left at District's facilities. District shall not be liable for the loss or damage to property of Permittee or Permittee's employees, agents, contractors, customers, guests or invitees, including but not limited to damage caused by fire, earthquake, Acts of God, vandalism or burglary.

14. Permittee shall maintain the Premises in good condition consistent with the Premises existing at the commencement of this Permit, excepting normal wear, tear and damage by casualty. Permittee shall be responsible for any costs associated with maintenance, minor alterations, repairs and other maintenance costs associated with the Premises. Permittee shall keep the Premises free and clear of litter and debris as reasonably possible. In the event that Permittee or any of its employees, officers, agents, customers, guests or invitees cause destruction or damage to District's property, Permittee shall be liable for the amount necessary to repair the damages, and such destruction or damage shall be grounds to terminate this Permit at District's election.

15. Permittee shall carry insurance of at least three million dollars (\$3,000,000) general liability insurance plus one million dollars (\$1,000,000) per occurrence for personal injury and property damage liabilities. Permittee shall also provide Workers Compensation Insurance as required by law. Permittee shall furnish Permittor with a certificate of insurance that shall name the District as an additional insured on the policy. Said certificate of insurance shall also provide that the District would receive ten (10) days prior written notice of cancellation, change in scope or modification in coverage of said insurance.

16. Permittee shall defend, save harmless and indemnify the District, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Permit and which result from the negligent acts or omissions of the Permittee, its officers and/or employees. In the event of concurrent negligence of Permittee and the District, the liability for any and all claims, suits or actions of every name, kind and description arising out of this Permit shall be apportioned between the parties under the established California rules of comparative negligence with each party bearing its own attorney's fees and costs.

The duty of Permittee to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

17. Permittee is an independent contractor, and nothing in this permit shall be deemed to create any employment, joint venture or any other agency relationship between District and Permittee.

18. This Permit contains all of the agreements of the parties hereto with respect to any matter covered or mentioned herein, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Permit may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Permit shall not be effective or binding on any party until fully executed by both parties hereto.

19. Permittee may not assign or transfer this Permit in any way without the District's written consent.

20. If, in the District's opinion, Permittee has abandoned, surrendered or otherwise vacated the Premises, the District, at its option, may immediately terminate this Permit and enter the Premises and remove all persons and property. The District shall not allow the Premises to be abandoned for more than a sixty (60) days' period.

21. In the event the Premises are destroyed wholly or in part from any cause, the District, at its election, may repair the Premises. If the District elects not to repair the Premises, either party may terminate this Permit by giving thirty (30) days' notice to the other party. The District shall not be obligated to replace or pay for any personal property that may be damaged or destroyed from any cause.

22. If, at any time, in the opinion of the District, Permittee fails to perform or observe any of the terms or conditions in this permit, District may give Permittee written notice to correct such conditions or cure such default; and if this condition or fault continues for thirty (30) days after this written notice, the permit shall cease and expire. No waiver of default by the District of any terms or conditions to be performed by Permittee shall be construed to be or act as a waiver of any subsequent default of any of the terms or conditions contained in this permit.

23. Permittee shall be allowed to use, along with others, the Premises in accordance with the terms and conditions of this Permit. Permittee understands that the facilities will be subject to the concurrent use by the District, other permittees and District-approved invitees, The District reserves the right to allow the Premises to be used for purposes of the Civic Center Act (Ed. Code, §§ 38130, et seq.). Permittee agrees that neither its use of the Premises nor operation of its business at the Premises will cause interference with the use of the facilities by the District, other permittees or District-approved invitees. Any interference, as determined by the District, shall be grounds for termination of this Permit.

In the event the facilities is subject to the concurrent use by other permittees and/or the District on a long-term basis, the cost of utilities shall be prorated among all users based on square footage of occupied space and the cost of waste disposal shall be prorated among all users based on enrollment.

24. This Permit does not constitute the grant of a lease, deed, easement, conveyance or transfer of any real property interest. This Permit is subsequent to and subject to all prior exceptions, reservations, grants, leases, easements, or licenses of any kind whatsoever as the same appear on record or in the San Mateo County Recorder's Office, or in the other public records of County. Permittee covenants that its use of the Premises will at all times be conducted with proper regard for any party having rights, title, or privileges in the Premises.

25. This Permit shall be governed under the laws of the State of California.

26. Any notice or demand shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective party set forth below:

DISTRICT: San Mateo-Foster City School District  
1170 Chess Drive  
Foster City, California 94404

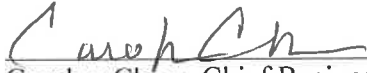
PERMITTEE: Shiloh United School  
381 Ensign Lane  
Redwood City, CA 94065

27. Time is of the essence.

28. In the event that this Permit or any terms or conditions within this Permit are found to be contrary to law by a court of competent jurisdiction, either party shall have the right to terminate this Permit upon written notice to the other party. If a provision within the Permit is found to be contrary to law by a court of competent jurisdiction and neither party elects to terminate this Permit, the affected provisions shall not be deemed valid and subsisting except to the extent permitted by law, and all other provisions shall continue to remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this permit on the date signed.

**Permittor:**



Carolyn Chow, Chief Business Official

6/8/18

Date

1170 Chess Drive, Foster City, CA 94404

Address

**Permittee:**



David Swift, Founder Shiloh United School

6/8/18

Date

381 Ensign Ln. Redwood City CA

94065

Address