

LA CANADA UNIFIED SCHOOL DISTRICT

**REQUEST FOR PROPOSALS
FOR THE LICENSED USE OF DISTRICT OFFICE
SPACE**

Room located at located at 4490 Cornishon Ave. La Cañada Flintridge, CA 91011

Dated: March 10, 2021

I. INTRODUCTION AND BACKGROUND

The La Canada Unified School District (“District”) is seeking proposals from parties (“Respondents”) interested in using a room located within the District’s Main Office, located at 4490 Cornishon Avenue, La Cañada Flintridge, CA 91011, as more particularly identified in the map depiction attached hereto as Exhibit “A” (the “Property”).

The District is willing to consider entering into a license agreement to allow the selected Respondent non-exclusive use of the Property pursuant to the terms of the license agreement, to be negotiated with the District. The District’s proposed license agreement to be used for the Property (the “Proposed License”) which establish the general terms of the proposed license agreement is attached hereto as Exhibit “B.” As set forth in the Proposed License, the specific terms of the license will be determined and negotiated through this RFP. The District will review all submitted proposals in accordance with the Proposal Process discussed below. If the District is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the license will be documented in a formal licensee agreement to be entered into by the District and the successful Respondent. As set forth herein, the Respondent’s use of the Property will be governed by a non-exclusive license that will identify the specific times during which the Respondent will have access to the Property and define the terms and conditions of the Respondent’s use. The District will not consider entering into a leasehold agreement or any other agreement that grants the Respondent any ownership or permanent possessory interest in the Property.

All proposals must be received by **3:30 PM on April 15, 2021** (the “Proposal Deadline”).

As noted below, the District will be conducting walk-throughs for prospective tenants. Walk-throughs will be scheduled individually for interested parties to allow for social distancing. The District strongly encourages all interested parties to schedule a walkthrough of the premises.

II. THE PROPERTY

The space is located at 4490 Cornishon Avenue, La Cañada Flintridge, CA 91011. It is on the second floor in Building D. The area is composed of two classrooms on the second floor. There are two office spaces and a small annex between the classes. One classroom is one thousand one hundred (1,100) square feet. The other classroom is one thousand sixty-two (1,062) square feet. The offices and annex between the classrooms total two hundred sixty-two (262) square feet. Parking is available in a lot across the street, but there is no assigned parking included in the license agreement.

III. QUALIFICATIONS/ PROPOSAL REQUIREMENTS

The District invites qualified persons and/or private business firms to submit proposals in response to this RFP. Proposals shall comply with the requirements set forth herein. Respondents must provide the following basic information:

1. Name and contact information of person/private business firm.
2. A statement of qualifications that includes the following information:
 - a. Is the Respondent a subsidiary of, or affiliated with, any other corporation,

corporations, partnerships or firms? If so, please specify.

- b. Has the Respondent or its officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain.
- c. Is there pending litigation against the Respondent entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.

Item(s) submitted should be sufficient to permit the District to determine the Respondent's financial capacity fund the proposed license of the Property. The Respondent may wish to mark his/her financial statements, as "CONFIDENTIAL" or "PROPRIETARY." As such, it will be treated as confidential by the District to the extent permitted by law, as discussed in Section VI below.

3. Description of the planned or intended use of the Property, along with any and all statements required by the Proposed License Guidelines provided in Section IV below.

IV. PROPOSED LICENSE GUIDELINES

The purpose of this RFP is to give Respondents the flexibility to submit proposals that will meet their specific needs. However, the following guidelines are provided to summarize the terms that the District would like to see within the final license agreement. Respondents will be required to enter into a license drafted by the District which will include the terms discussed herein and in Respondent's proposal. The District's proposed license agreement is attached hereto as Exhibit "B" ("Draft License Agreement"). The District, at its sole discretion, may consider proposed revisions to the Draft License Agreement. However, the District may reject any proposal that requires changes to the Draft License Agreement that the District deems unacceptable and therefore, Respondents are encouraged to accept the Draft License Agreement as provided herein. The District may consider all Respondents submitted pursuant to this RFP and, at its sole discretion, may enter into direct negotiations with any Respondent during which the terms and conditions of the license may be negotiated to determine if the Parties can reach a mutually acceptable license agreement. However, the following guidelines are provided to indicate the terms that the District is likely to accept and/or require.

- The District will give high priority to the Respondent offering the highest payment, both in terms of monthly rental payments as well as total payment over the term of the license.
- Respondent must identify the total length of the license term. The District is looking to license the Property for a license term between one year and four year period. However, the District is willing to consider a longer or shorter term depending on the features of a particular proposal. The District is also willing to consider optional extension periods whereby the Respondent agrees to license the Property for a certain initial term with the right (unilateral or mutual) to agree to one or more additional term(s) after the initial term expires.

- Respondent must identify the proposed per month payment along with increases during the term of the license, based on the total length term sought by the Respondent. As set forth in the Draft License Agreement, Respondents must also confirm they will provide a Security Deposit equal to one (1) month of the rental payment proposed by the Respondent.
- Respondent may request that the Parties enter into a confidentiality agreement regarding the negotiations for the License Agreement. However, Respondent recognizes that the District, as a public agency, is bound by certain laws, including the Public Records Act, to make certain documents available to the public upon request.
- Respondent must describe in detail the anticipated use of the Property during the license. The District will consider all uses generally appropriate for property owned and operated in part by a public school district. However, the District reserves the right to reject any proposal that suggests a use that the District, at its sole discretion, deems inappropriate for the Property. The District may give special consideration to uses that are consistent with the District's educational and public benefit purposes.
- The District is making the Property available in its current "as-is" condition and will not consider any proposals that require or suggest major changes or renovations to the Property. The District, at its sole discretion, may consider minor alterations to the Property during the term of the license upon prior written request from the selected Respondent. However, Respondents must confirm that they will maintain the Property in its current condition unless the District grants permission for specific alterations on the Property. Respondents may indicate specific alterations they anticipate requesting in their proposals which the District may reject at its sole discretion.
- Respondent shall identify the insurance it will carry during the entire term of the license agreement, which should include liability insurance for claims arising from the Respondent's use of the Property. The Proposal should identify the limits on its insurance coverages.
- Respondent may request the right to let, sublet or license the whole or portion of the Property (a "Sublet") upon obtaining prior written consent of the District of the specific Sublet. However, Respondent must confirm that it will remain solely liable for all financial obligations established by the License Agreement if Respondent enters into any Sublet.
- The District will not pay for any broker's commission and/or finder's fee incurred by the Respondent applicable to the license of the Property.
- Respondent must indicate whether it will enter into the Draft License Agreement in the form set forth in Exhibit B or explain the specific changes it requests or will require before execution. As noted above, the District, at its sole discretion, may consider proposed changes or may reject any Proposal based on the specific required revisions indicated by the Respondent. The Draft License Agreement also includes various highlighted areas where information specific to the selected Respondent will be inserted. All Respondents must propose the information to be inserted in all highlighted sections.

V. PROPOSAL PROCESS

1. The District will begin accepting proposals upon date of issuance of this RFP, and will continue to accept proposals until the Proposal Deadline as noted above. Proposals must be submitted to the address set forth in Section VII below. Responders are solely responsible for ensuring their Proposals are received by the deadline set forth herein. All dates herein are subject to change at the sole discretion of the District.
2. Proposals shall include five (5) copies of the proposal along with any exhibits, colored pages, brochures or other marketing materials are to be included. Respondents submitting fewer than five (5) copies may be considered “non-responsive.”
3. All Proposals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of their Proposal. The District reserves the right to reject any and all submittals, or to waive any irregularities or information in the submittals. As noted above, the District further reserves the right to further negotiate with some, any, or all of the Respondents to establish the specific terms of the license for the Property.
4. Proposals may be mailed or delivered to the address listed at the end of this RFP. All proposals shall be sealed and clearly marked: “La Canada USD License Proposal.” Respondents shall be solely responsible for ensuring its proposal arrives to the District by the deadline set forth above. The District shall not be responsible for any issues with mail delivery or circulation.
5. Telephone or electronic submittals will not be accepted.
6. Any costs incurred by the Respondents in the preparation of any information or material submitted in response to this RFP shall be the sole responsibility of the Respondent.
7. The District reserves the right to reject any and/or all responses, refuse to negotiate or to withhold the award of any contract for any reason. The District may also waive or decline to waive irregularities in any Proposal.
8. The District may begin negotiations with selected Respondents at the District’s discretion. If negotiations are successful, the District’s Board may invite one or more Respondents to present its/their proposal(s) to the Board.
9. Upon selection of a Respondent, the District shall provide a license agreement for negotiation by the Parties which will set forth the terms of the license agreement. The District reserves the right to terminate this process at any point prior to the selection of the successful Respondent and solicitation of proposals in no way obliges the District to proceed with any transaction.

VI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the District. All Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the possible exception of those elements in each proposal as follows: Proposers may mark portions of their response which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary"; however, the District does not guarantee that any information so marked will be protected from public disclosure. Proposers recognize that the District, as a public agency, is subject to disclosure requirements with the exception where disclosure is required under the California Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" may be rejected or regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the La Canada Unified School District shall not be in a position to establish that the information contained in any Proposal is a trade secret. If a Public Records Act request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the District will provide the entity making the Proposal in question with reasonable notice before releasing the information. However, the District will comply with its Public Records Act requirements unless the entity making the Proposal seeks and obtains protection from disclosure by a court of competent jurisdiction.

VII. RECEIPT OF PROPOSALS; CONTACT INFORMATION

Proposals shall be received by, and additional information may be obtained from, the following "District Contact":

Mark Evans
Associate Superintendent Business and Administrative Services
La Canada Unified School District
4490 Cornishon Ave,
La Cañada Flintridge, CA 91011
Email: mevans@lcsd.net

Any questions regarding the Property or the RFP process must be emailed to the District Contact pursuant to the requirement of Section IX below.

All RFP responses must also be addressed and delivered to the District Contact by the Proposal Deadline at the address above, through hand delivery or mail. The District is not responsible for any problems or issues with the mail delivery system and therefore, Respondents must take all acts necessary to ensure the delivery of the RFP response. All correspondence with the District Contract should be done in

writing: Any oral statement made to or by the District Contact shall not be considered part of the RFP and shall in no event bind the District.

VIII. PROPERTY VISIT / WALK-THROUGH

The District will be conducting walk-throughs for prospective tenants. Walk-throughs will be scheduled individually for interested parties to allow for social distancing. The District strongly encourages all interested parties to schedule a walkthrough of the premises. To schedule a walk-through of the site, please contact Mark Evans at the email above.

The walk-through inspection shall be a visual inspection only and shall consist solely of walking through the Property to visually review its conditions. Under no circumstances shall any interested party conduct any inspection or testing on the Property or take any action that will disturb the physical state of the Property during such walk-through.

IX. QUESTIONS

Any party who has questions about the Property may submit questions in writing to the District via email to the District Contact. The District shall respond to questions submitted on or before **3:30 PM on April 2, 2021** in writing via an addendum. Questions received after this date and time will not be answered. The District's addendum will be posted on the District's website on or before **3:30 PM April 8, 2021**. The District shall not provide responses to any oral questions and any oral statement made by any person shall not be construed as part of the District's RFP package.

X. CONDITIONS AND LIMITATIONS

This RFP does not represent an offer or commitment by La Canada Unified School District to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a response to this request. The proposal and any information made a part of the proposal will not be returned to Respondent.

The Respondent shall not collude in any manner or engage in any practices with any other Respondent (s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondent's submittal to be rejected by the District. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

The District has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a License Agreement. It should be noted explicitly that there is no "bidding" process intended with this submission review process, and this invitation is not an offer by the District to enter into an agreement to negotiate or any other agreement, nor is a response by an interested party to be considered as an offer that may be accepted by the District.

Neither the District nor any Respondent will be bound to any agreement unless that agreement is in writing, approved by the District's Board, and executed by both the interested party and an official authorized by District.

The District reserves the right to request clarification of the RFP or additional data without changing the terms of the RFP. The District reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this RFP. The District may entertain or make a proposal that may not conform to this RFP and may adopt terms that may have been proposed by a party not selected. Decisions of the District may be based on subjective as well as objective evaluations. As set forth herein, in no event shall District be responsible or liable for any costs incurred or associated with and Respondent's efforts to respond to this RFP.

EXHIBIT "A"

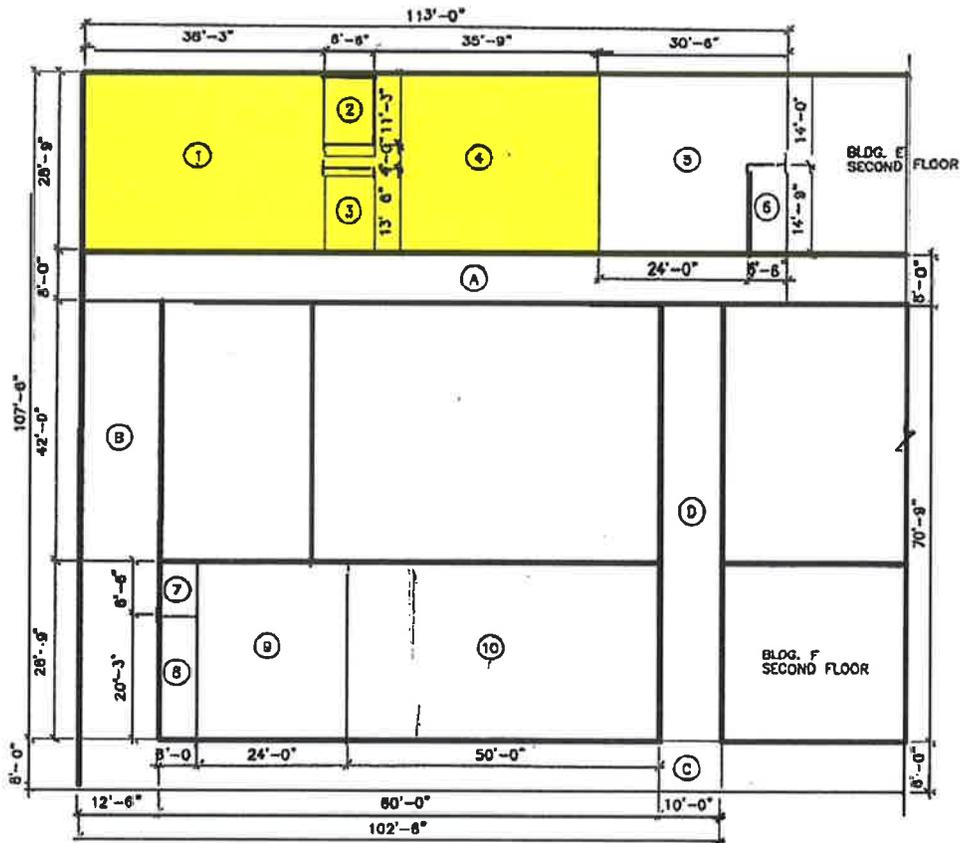
DESCRIPTION OF PROPERTY

**EXHIBIT A
DIAGRAMS OF BUILDING
AREAS BLDG. "D2" SECOND FLOOR**

SCHOOL: **FOOTHILL INTERMEDIATE SCHOOL**
 BLDG.#: **D2 (SECOND FLOOR)**
 BLDG. NAME: **CLASSROOM**

DISTRICT: **LA CAÑADA UNIFIED**
 DSA DATE: **01/24/49**
 DSA#: **6475**

RM.	ROOM NAME	LENGTH	WIDTH	AREA	FACTOR	CHARGEABLE
1	Classroom	38'-3"	28'-9"	1,100	1.00	1,100
2	Conference	11'-3"	8'-6"	96	1.00	96
3	Storage	13'-6"	8'-6"	115	1.00	115
4	Classroom	35'-9"	28'-9"	1,062	1.00	1,062
5	Classroom	30'-6"	28'-9"	781	1.00	781
6	Stairway	14'-9"	6'-6"	99	0.00	99
7	Janitor	8'-6"	6'-0"	51	1.00	51
8	Stairway	20'-3"	6'-0"	122	0.00	0
9	Resource	28'-9"	24'-0"	690	1.00	690
10	Classroom	50'-0"	28'-9"	1,438	1.00	1,438
A	Ext. Corridor	113'-0"	8'-0"	904	0.67	606
B	Ext. Corridor	70'-9"	12'-6"	884	0.67	592
C	Ext. Corridor	102'-6"	8'-0"	820	0.67	549
D	Ext. Corridor	70'-9"	10'-0"	707	0.67	474
TOTAL AREAS				8,869		7,653



SCALE: 1" = 30'

EXHIBIT "B"

INSERT PROPOSED LICENSE

**LICENSE AGREEMENT BETWEEN
LA CANADA UNIFIED SCHOOL DISTRICT
AND**

FOR THE USE OF REAL PROPERTY

THIS LICENSE AGREEMENT (“Agreement”) is approved and entered into as of this ___ day of _____ (“Effective Date”), by and between the LA CANADA UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“Licensor” or the “District”) and [insert name] (“Licensee”) (collectively, Licensor and Licensee are referred to as the “Parties”).

RECITALS

WHEREAS, District is the owner of certain real property, located at 4490 Cornishon Ave. La Cañada Flintridge, CA 91011 (the “Building”), as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”);

WHEREAS, District is willing to grant to Licensee a license for the non-exclusive use of that portion of the Property described as [describe specific property] as designated in Exhibit “A” (“License Area”) in accordance with the terms and conditions of this Agreement.

WHEREAS, Licensee desires to use the License Area for the purpose set forth herein;

AGREEMENT

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

Section 1. Grant of License and Use of License Area. In consideration of the License Fee, District grants a non-exclusive license to Licensee to use the License Area for the limited purposes of operating the Program, as defined in subsection (a) below. Any reference to Licensee’s use of the License Area shall include use by Licensee’s employees, contractors, volunteers or invitees, specifically including any participants and spectators.

(a) Program Use. Licensee's use of the License Area shall be limited to the following: [describe permitted use of property] which are approved by Landlord and are within the provisions of the Conditional Use Permit for the property within which the Premises are located (the "Program"). Licensee shall not commit any acts upon the Property, nor use the Property in any manner which will increase the existing rate for or cause the cancellation of any fire, liability, or other insurance policy insuring the Property or the improvements on the Property. Licensee, at Licensee's own cost and expense, shall comply with all requirements of Licensor's insurance carriers which are necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on the Property and the improvements on the Property. Licensee shall not commit any waste or any public or private nuisance upon the Property. Licensee, at Licensee's sole cost and expense, shall promptly and faithfully observe and comply with all statutes, ordinances, rules, regulations, orders, restrictions of record, requirements and enactments of governmental entities (including but not limited to municipal, county, state and federal governments and their departments, bureaus, boards, commissions and offices) now in force or which may hereafter be in force, pertaining to the Property, to the uses made thereof, and to the conduct of any and all activities and operations permitted to be conducted by Licensee, including payment of all taxes, if any, owing as a result of operating an educational facility on the Property. Specifically, Licensee shall be responsible for ensuring its use of the License Area, and specifically the Program, complies with all requirements established by the city and/or county applicable to the License Area, Licensee's use of the License Area, and the Program. If the District believes any specific action or activity conducted on the License Area does not relate to the Program, the District may either terminate this Agreement immediately pursuant to Section 4(p) below or issue a written notice to Licensee requiring such action or activity to cease immediately.

(b) Scheduled Use. During the Term of this Agreement, as set forth in Section 3 below, Licensee shall have the right to use the License Area at all times, subject to the District's inspection and possessory rights, as set forth herein (collectively, the "Use Times").

(c) Property Storage. Licensee may store and maintain any equipment or property reasonably related to the Program in the License Area (the "Stored Equipment"). Licensee shall assume all risk associated with keeping the Stored Equipment on the License Area and in no event shall the District be responsible for any stolen or damaged Stored Equipment. In no event shall the District be held responsible or liable for any property or equipment left on or around the License Area during Use Time or Non-Use Time. Licensee shall defend, indemnify, and hold harmless the District from any harm, damage, or claim arising from the Stored Equipment or equipment or property left on the License Area, but not limited to, any injury caused by any person entering the License Area for any reason.

(d) Guests / Employees. Licensee is authorized to allow people to enter the License Area for purposes of the Program (collectively, the "Licensee Personnel"). However, the District reserves the right to restrict or prohibit access to the License Area to any person the District determines, at its sole discretion, poses a safety or health risk or

poses a property damage risk by providing written notice to Licensee in which case Licensee shall be solely responsible for enacting the District's requested restriction. In addition, Licensee shall remain solely responsible for any and all actions by the Licensee Personnel and shall indemnify the District in accordance with Section 4(h) for any harm, damage, or claim arising from the acts or omissions of Licensee Personnel arising from the Program or their use of the License Area. Except for the Licensee Personnel identified herein, Licensee may seek written permission from the District to allow other guests to enter the License Area, such as outside vendors. To obtain such permission, Licensee shall submit a written request identifying the name of the vendor, the services to be provided, the time during which the vendor will enter the License Area, the prices charged, and any payment Licensee will receive from the vendor. The District, at its sole discretion will decide whether to permit the proposed vendor as requested or require certain revisions to the parameters of the vendor's use prior to approval through written notice only. If granted permission, Licensee shall remain solely responsible and liable for all vendor's actions and shall enter into a separate agreement with the vendor stating that the District is not responsible for any payment or other obligations provided by Licensee to the vendor.

(e) Security Measures. At all times during Licensee's Use Times, as defined herein, Licensee shall provide personnel responsible for monitoring the License Area to: ensure no unauthorized persons enter the License Area; prevent any unauthorized activities or illegal actions from occurring on the License Area during the Use Times; and protect the condition of the License Area.

(f) Common Areas. Licensee, together with other Licensees of the Property, may have non-exclusive use (as available/applicable) of any playing fields and tennis courts located upon the Property. Licensee acknowledges that Licensee is aware of Licensor's agreement with the City of La Canada Flintridge that the public shall have free access to the playing fields and tennis courts when such fields and facilities are not needed for school use after 3:00 p.m. Licensee agrees to notify Licensor of any school use, which falls outside of the normal school hours. Licensee, in the use of the common and parking areas, agrees to comply with such reasonable rules and regulations as Licensor may adopt from time to time for the orderly and proper operation of the common and parking area. Licensee shall be responsible for any damage to the Common Areas caused by its employees or Licensee Personnel and shall reimburse the District for any costs incurred to repair such damage, to be determined and charged as the sole discretion of the District. Licensee understands that access to the Common Areas is not guaranteed and Licensee as access is shared with the Other Tenants and access may be limited periodically for repair, clean, or restoration, at the District's discretion.

(g) Full and Complete Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior agreements of the Parties (whether oral or written). The Parties hereby agree that the purpose of this Agreement is to fully and completely replace and eliminate all obligations and rights set forth in the any prior agreement with respect to the License Area ("Prior Agreements"). Thus, Licensee shall have no further right, whether granted, suggested or implied by the Prior Agreements with respect to the License Area and the District shall have no further obligation, whether

required, suggested or implied by the Prior Agreements upon execution of this Agreement. As consideration for this Agreement, the Parties shall take all actions necessary to confirm that the Prior Agreements are terminated and any obligations or rights set forth therein have no further force or effect. No provisions of this Agreement may be amended or varied except by an agreement in writing signed by both Parties.

Section 2. License Fee.

(a) License Fee. Licensee shall pay a license fee (“License Fee”) of [insert monthly payment] (\$) per month to the District as a License Fee for the use of the License Area for the first year of the Term, as defined in Section 3 below. For the second year of the Term (starting one year after the Effective Date), and all subsequent years of the Term, the License fee shall increase by [insert percentage increase] of the prior year’s monthly payment. The first payment is due within ten (10) business days of the Effective Date and subsequent payments are due on or before the 1st of each month. **The Parties acknowledge and agree that the License Fee is not a rental or lease payment for the License Area.** The License Fee shall be received by the District at the address provided in Section 10 below.

(b) Security Deposit. In addition to the License Fee, Licensee shall issue a security deposit to the District within ten (10) days of the Effective Date in the amount of [insert security deposit amount (\$)] (the “Security Deposit”) which the District shall hold throughout the term of this Agreement. The District, at its sole discretion, may use the Security Deposit to address any harm, damage, expense, or claim arising from Licensee’s use of the License Area. At the end of the License’s Term, or any extension thereof, the District shall return any remaining Security Deposit to Licensee.

(c) Late Fee Payment. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid. Licensee’s failure to make a payment within ten (10) days of such payment becoming due shall be cause for immediate termination of the Agreement by District.

Section 3. Term. The term of this Agreement shall be for [insert number of years of term] commencing on the Effective Date (“Term”), unless mutually extended in writing by both parties. This Agreement may be terminated immediately by District without notice if (1) Licensee is in material breach of the Agreement, (2) if District determines there is unsafe and/or dangerous conditions, threats to life or property, (3) in the event that a natural disaster or emergency makes it necessary for the District to use the License Area for alternative purposes, or (4) if District and Licensee enter into a revised agreement for the use of the License Area. Either Party may terminate the Agreement at will and without cause upon giving the other party notice in writing. The Parties will each endeavor, but shall not be required, to give at least three (2) months written notice to the other party.

Section 4. Conditions to Use.

(a) Repair of License Area. Licensee shall be responsible for and shall pay for any and all repairs or replacements of any character whatsoever which are occasioned or are made necessary by use of the License Area or the Common Area by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel, excluding only those caused by the sole active negligence or willful misconduct of the District. Licensee shall notify District immediately of any damage caused to the License Area. In the event that Licensee fails to make repairs or replacement to the License Area due to any such damage, District may, at District's sole discretion, undertake such repair or replacement of the License Area and Licensee shall reimburse District for the costs of such repairs or maintenance within thirty (30) days of invoice by District.

(b) Clean Up of License Area. Licensee shall be responsible for the full and complete cleanup of the License Area, the Common Area, and any other portion of the Property used by Licensee, its employees, contractors, volunteers or invitees or Licensee Personnel at the close of each and every day, leaving it in a comparable state as existed prior to Licensee's activities. As used herein, the term "cleanup" shall mean putting away equipment and supplies, picking up trash, emptying trash cans, cleaning or sweeping up spills, and similar related activities. In the event that Licensee fails to clean up the License Area or the Common Area, District may, at District's sole discretion, issue written notice to Licensee requiring immediate clean up, in which case Licensee's failure to perform such cleanup will constitute a breach of this Agreement, or undertake any cleanup of the License Area or Common Area and Licensee shall reimburse District for the costs of such cleanup or maintenance within thirty (30) days of invoice by District.

(c) Utilities. Licensor shall furnish to the Property water, gas, and electricity suitable for the intended use of the Property, heat required in Licensor's judgment for the comfortable use and occupancy of the Property, and rubbish removal. Air conditioning is only available in Property in which air conditioning is installed and operable. Licensee shall pay for all public and other utilities and related services rendered or furnished to the Property throughout the Term, including, but not limited to, water, hot water, gas, electricity, telephone, heat, light, sewer, and related connection charges or deposits. If one or more of these utilities or related services is supplied to the Property as well as to other Licensees within the Property without being individually metered or measured to the Property, Licensee's proportionate share of the cost shall be determined by Licensor based on its good faith estimate of Licensee's anticipated usage, or, at the election of Licensor, on the cost of the utilities provided to all Licensees of the Property divided by the total number of leasable square feet multiplied by the total number of square feet within the Property. Licensor shall maintain the necessary mains, fire line meters, conduits, wires, and cables to bring utilities to the Property. Payment for any utilities used by Licensee and furnished by Licensor shall be made on a quarterly bases and within ten (10) days of the presentation of bills by Licensor to Licensee; or Licensor, at Licensor's option, shall have the right to estimate the amount of utilities charges next due and to collect and impound from Licensee on a monthly or quarterly basis the amount of Licensee's estimated obligation for utilities.

Licensor shall not be liable in damages, consequential or otherwise, nor shall there be any rent abatement, arising out of any interruption in utility services due to fire, accident, strike, governmental authority, acts of God, or other causes beyond the reasonable control of Licensor or any temporary interruption in this service necessary to making alterations, repairs, or improvements to the Property or any part of it.

Licensor may discontinue, without notice to Licensee, any of the utilities or services furnished to the Property for which Licensee fails to pay as provided hereinabove, and no such discontinuance shall be deemed an actual or construction eviction.

(d) Hazardous Materials. Under no circumstances during the term of this License or any extension thereof shall Licensee use or cause to be used in the License Area any hazardous or toxic substances or materials, otherwise store, or dispose of any such substances or materials in the License Area. Notwithstanding the foregoing, Licensee may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Licensee's Program, such as ordinary office supplies and common household cleaning materials.

(e) Non-Interference with District Activities. This Agreement shall not grant Licensee, its employees, contractors, volunteers or invitees the right to interfere with any activities of District, or other tenants or subtenants existing at the Property at any time, as determined by the District in its sole discretion.

(f) Conduct of Licensee, Employees, Contractors, Volunteers and Invitees. Licensee shall insure that all employees, contractors, volunteers, invitees, and all others in attendance, including the Licensee Personnel will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the License Area. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer, Licensee Personnel, or invitee of Licensee is failing to adhere to proper standards of public conduct the District reserves the right to remove said individual, and/or require Licensee to remove said individual from the District's Property and prohibit future access to the Property. Licensee shall insure that all employees, contractors, volunteers, invitees, Licensee Personnel and all others in attendance remain within the License Area designated for use in this Agreement only.

(g) Insurance. Licensor agrees at all times during the Term and during any extension thereof, to purchase and keep in force policy(ies) of insurance covering: (i) loss or damage to the Property by reason of fire (extended coverage), flood, systems breakdown and those perils included within the classification of "all risks" insurance (with other appropriate endorsements), which insurance shall be in the amount of the full replacement value of the Property as determined by insurance company appraisers or Licensor's insurance broker; (ii) Licensor's liability insurance; and, (iii) rental income insurance in the amount of one hundred (100%) percent of up to twelve (12) months' Base

Monthly Rent (plus sums paid during such period as additional rent). Such coverage shall exclude routine maintenance and repairs and incidental damage or destruction caused by accidents or vandalism for which Licensee is responsible under this License. Licensee agrees to pay Licensor as Additional Rent in accordance with Section 13 of this License the cost of such insurance coverage, or, if Licensee does not License the entire Property, Licensee's proportionate share of the cost of such insurance coverage which shall be allocated during the Term to the Property by square footage or other equitable basis as calculated and determined solely by Licensor or Licensor's insurance broker. If such insurance cost is increased due to Licensee's particular use of the Property, Licensee agrees to pay to Licensor the full cost of such increase. Licensee shall have no interest in or any right to the proceeds of any insurance procured by Licensor for or with respect to the Property, except for amounts specifically designated by the carrier as compensation for (i) Licensee improvements installed and paid for by Licensee; (ii) Licensee's furniture, fixtures, and equipment; or, (iii) Licensee's moving or relocation costs.

At all times during the Term and during any holdover period, Licensee, at its sole expense, shall procure and maintain the following types of insurance:

General Liability and Workers' Compensation Insurance. Licensee shall, at Licensee's expense, obtain and keep in force during the Term of this License a policy of workers' compensation insurance and a policy of commercial general liability insurance with Broad Form Liability, and cross-liability endorsements, insuring Licensor and Licensee against any liability arising out of the use or occupancy of the Property and all areas appurtenant thereto, including parking areas. Such insurance shall be in an amount satisfactory to Licensor of not less than \$1,000,000 per occurrence and \$3,000,000 annually in the aggregate for all claims. Such policy shall insure performance by Licensee of the indemnity provisions of Section h hereof.

Insurance for Licensee's Personal Property, Fixtures and Equipment. Licensee shall, at Licensee's expense, obtain and keep in force during the Term of this License an "all risk" insurance policy with a sprinkler damage endorsement for Licensee's personal property, inventory, alterations, fixtures, equipment, plate glass, and improvements located on the Property, in an amount not less than one hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or damage, including sprinkler leakage, vandalism, and malicious mischief. The proceeds of such insurance, so long as the License remains in effect, shall be used to repair or replace the personal property, inventory, alterations, fixtures, equipment, and improvements so insured. Provided such proceeds are applied as set forth in this Section, any insurance proceeds received by Licensee under such policy shall be the sole property of Licensee, and Licensor shall have no rights thereto.

Each policy of insurance required to be carried by Licensee shall be issued by a responsible insurance company authorized to do business in California with an A.M. Best rating of at least A+, and shall be issued in the names of Licensor, Licensee, and any beneficiary under any deed of trust covering the Property, if required by the deed of trust, as their respective interests may appear. Licensee shall deliver a certificate for each insurance policy to Licensor with all relevant endorsements. Each policy of insurance shall be primary and

noncontributory with any policies carried by Licensor, to the extent obtainable, shall provide that any loss shall be payable notwithstanding any act or negligence by Licensor or any of Licensor's agents, employees, or contractors that might otherwise result in forfeiture of insurance, shall contain a cross-liability endorsement, and shall contain a severability clause. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named insureds. The insurance coverage provided under this Section may be carried by Licensee under a blanket policy insuring other locations of Licensee's business, provided that the Property are specifically identified as included under that policy. Licensee agrees that upon failure to insure as provided in this License, or to pay the premiums in the insurance, Licensor may contract for the insurance and pay the premiums, and all sums expended by Licensor for the insurance shall be considered Additional Rent under this License and shall be repayable immediately by Licensee.

At all times during the Term and any extensions or renewals, Licensee agrees to keep and maintain, or cause Licensee's agents, contractors, or subcontractors to keep and maintain, workers' compensation insurance and other forms of insurance as may from time to time be required by law or may otherwise be necessary to protect Licensor and the Property from claims of any person who may at any time work on the Property, whether as a servant, agent, or employee of Licensee or otherwise. This insurance shall be maintained at the expense of Licensee or Licensee's agents, contractors, or subcontractors and not at the expense of Licensor.

Licensor agrees that it will tender and turn over to Licensee or to Licensee's insurers the defense of any claims, demands, or suits instituted, made, or brought against Licensor or against Licensor and Licensee jointly, within the scope of this Section 18. However, Licensor shall have the right to approve the selection of legal counsel, to the extent that selection is within Licensee's control, which approval shall not be unreasonably withheld or delayed. In addition, Licensor shall retain the right at Licensor's election to have Licensor's own legal counsel participate as co-counsel, to the extent that claims are made that may not be covered by Licensee's insurers.

The parties hereto release each other, and their respective agents and employees, from any liability for injury to any person or damage to property that is caused by or results from any risk insured against under any valid and collectible insurance policy carried by either of the parties which contains a waiver of subrogation by the insurer and is in force at the time of such injury or damage. However, Licensee shall not be release from any such liability to the extent any damages resulting from such injury or damage are not covered by the recovery obtained by Licensor from such insurance. This release shall be in effect only so long as the applicable insurance policy contains a clause to the effect that this release shall not affect the right of the insured to recover under such policy. Each party shall use reasonable efforts to cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against the other party and its agents and employees in connection with any injury or damage covered by such policy. However, if any insurance policy cannot be obtained with a waiver of subrogation, or if such waiver of subrogation is only available at additional cost and the party for whose benefit the waiver is going to be obtained does not pay such additional cost, then the party

obtaining such insurance shall notify the other party of that fact and thereupon shall be relieved of the obligation to obtain such waiver of subrogation rights from the insurer with respect to the particular insurance involved.

(h) Indemnification. Licensee shall be responsible for, and District, its board members, officers, agents, employees, students and invitees (“District Parties”) shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Licensee, its agents, officers, employees, contractors, volunteers, guests or invitees, including the Licensee Personnel (“Licensee Parties”), or resulting from Licensee Parties’ activities at the Property including the License Area or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the License Area, except to the extent such claims arise out of the sole active negligence or willful misconduct of District Parties. Licensee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorneys’ fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Licensee Parties’ activities at the Property including the License Area, this Agreement, and any other use of and operations at the Property including the License Area pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to the legality or legal interpretation of this Agreement, including without limitation, District’s authority to enter into this Agreement. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the License Area. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Licensee Parties stored at the Property including the License Area. In connection therewith:

(i) Actions Filed. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys’ fees incurred in connection therewith.

(ii) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the License Area referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event any District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages or other claims arising out of the use of and operations at the Property including the License Area referred to herein, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(i) Program Materials, Furnishings and Equipment. Licensee shall provide all materials, furnishings and equipment to be used for its Program. Licensee is responsible for all costs associated with its Program.

(j) Program Supervision and Security. Licensee shall provide all necessary supervision of its employees, contractors, volunteers and invitees while using the License Area. Licensee is solely responsible for the safety and security of its employees, contractors, volunteers and invitees at all times.

(k) Locks - Keying and Access Authorization. Licensee hereby acknowledges that the Building may be used by the District as part of its educational operations and, as such, shall be subject to any and all precautions and limitations as the District deems necessary to protect the safety and security of students and staff who may use or enter into the Building. The lock style, types of gates, and key/code authorization to be utilized at the License Area will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the License Area and shall determine the manner in which Licensee is granted access to the License Area. During its use of the License Area, Licensee shall be responsible for ensuring the License Area is secured and locked after each Licensee use in accordance with the District's instructions, which may include ensuring all doors and other designated entries are locked and/or secured. Licensee shall indemnify, defend, and hold harmless the District from any harm that arises from Licensee's failure to properly secure the License Area during or after each Licensee use as set forth in the Indemnification requirements set forth in paragraph (h) above.

(l) Parking. Licensee shall have access to all designated parking areas for the License Area unless Licensee's use corresponds with a District activity on or around the License Area, in which case Licensee's parking usage may be limited at the sole discretion of the District. Licensee recognizes that the Building is used by Other Tenants and therefore, parking will be shared accordingly. Parking shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

(m) Taxes. In the event possessory interest taxes are assessed, Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the License Area is subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee. The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the License Area, and shall indemnify, defend and hold harmless District against all possessory interest taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

During the Term, Licensee shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of Licensee contained in the Property prior to delinquency, and when possible Licensee shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of the Licensor. If any of Licensee's fixtures, furnishings, equipment, and other personal property is assessed and taxed with Licensor's real property, Licensee shall pay to Licensor Licensee's share of the taxes within ten (10) days after delivery to Licensee by Licensor of a statement in writing setting forth the amount of the taxes applicable to Licensee's property; or Licensor, at Licensor's option, shall have the right to estimate the amount of taxes next due and to collect and impound from Licensee on a monthly or quarterly basis the amount of Licensee's estimated tax obligation

(n) Periodic Inspections/Access. District shall be allowed to perform periodic inspections of the License Area without notice in order to determine the physical condition of the License Area. District shall make every effort to conduct these activities in a manner that does not unduly interrupt Licensee's use of the License Area. If the District determines, during an inspection or at any other time, that Licensee's use of the License Area or Property is beyond the scope of the Program, is causing damage to the License Area or Property, or otherwise violates any term of this Agreement, the District, at its sole discretion may immediately terminate this Agreement or require Licensee to immediately correct the issue.

(o) Management of Site; Protocol. The District may, but is not obligated to, designate an individual and/or entity to manage ("Site Manager") all or part of the License Area and shall provide Licensee with the contact information. The District, at its sole discretion may change the Site Manager or elect not to utilize a Site Manger and will provide Licensee with updated contact information as needed.

(p) Default. Licensee agrees that if default shall be made in any of the covenants and agreements contained herein to be kept by Licensee, the District may immediately revoke and terminate the Agreement in accordance with Subsection (q) below, in addition to any of the District's other rights and remedies at law or in equity.

(q) Expiration; Termination; Vacating Site. Licensee acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Licensee that would be consistent with a lease. Accordingly, Licensee acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Licensee will not have access to the License Area and the District may elect to change locks or take other steps to prevent Licensee from having access to the License Area. The District may remove from the License Area any remaining personal belongings of Licensee and/or will endeavor to cooperate with Licensee to schedule a mutually convenient time to allow Licensee to remove its personal belongings, if any remain, from the License Area; however, such access is to be made under the District's supervision.

LICENSEE'S INITIALS: _____

Section 5. Improvements.

(a) Licensee shall have no right to make any additional changes, alterations or improvements to the Property or License Area, unless District provides written permission to make such changes, alterations or improvements, which permission may be granted and conditioned in the sole discretion of the District ("Improvements"). Any other Improvement, of which District has approved, shall be accompanied by plans and specifications providing for the alteration, change or improvement, which plans and specifications shall be subject to the District's approval. All construction or alterations shall be performed diligently and in a good and workmanlike manner, and shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the Property. Licensee shall pay all costs, including, but not limited to, demolition and construction, planning and permit fees, architectural, engineering and legal fees, taxes and insurance, for or related to the Improvements performed by it, or caused to be performed by it, on the Property as permitted by this Agreement. Nothing herein shall be interpreted as suggesting the District will allow Improvements at any time and Licensee enters into this Agreement with the understanding it must use the License Area in its as is condition without planning for any Improvements.

(b) Licensee shall keep the Property and the Improvements free and clear of all mechanics' liens resulting from construction and/or alterations performed by, for or at the request of Licensee, it being acknowledged and agreed that nothing herein is intended to state or imply that the Property is subject to mechanic's liens, as the Property is and will continue to constitute real property owned by a public entity during the entire term of this Agreement. Licensee shall do all things reasonably necessary to prevent the filing of any such mechanic's or other liens against the Property or the Improvements. If any such lien shall at any time be filed against the Property and/or improvements thereon or therein, Licensee shall cause the same to be discharged of record or bonded over to the satisfaction of the District within thirty (30) days from Licensee's receipt of a copy of such lien. Licensee may not collateralize, obtain financing by securitization or borrow against the value of the Property.

(c) Notwithstanding anything to the contrary stated or implied herein, Licensee shall not take any action or give any approval that will result in a change in the zoning of the Property that will be binding on the Property or impact or affect District after the expiration or earlier termination of this Agreement, or alter, eliminate or in any way modify any of the entitlements for the Property in any manner that will be binding on the Property or District after the expiration or earlier termination of this Agreement, in each case without prior written consent of the District.

(d) Status of Improvements on Termination of the Agreement. The District may elect, in its sole and absolute discretion, to require Licensee to remove the any or all of the Improvements, at Licensee's sole cost and expense prior to the expiration of the term of this License Term, or any extension thereof, or the earlier termination of this Agreement; provided that, the District must notify Licensee of such election by giving Licensee notice in writing. If the District so elects to require Licensee to remove any Improvements, Licensee shall remove the Improvements in a good and workmanlike manner, in compliance with all applicable laws, orders, ordinances, rules and regulations of federal, state, county, municipal and other authorities having jurisdiction. All provisions of this Agreement regarding insurance, indemnification, alterations, and mechanic's liens shall survive and be in effect during the removal period. Licensee shall have one-hundred twenty (120) days from the receipt of any such notice to complete the removal of the Improvements.

For any Improvement for which the District does not require Licensee to remove, such Improvement shall remain part of the License Area and shall become the District's property until termination of this Agreement. Except as otherwise expressly provided in this License, Licensee shall, upon the expiration or earlier termination of this Agreement, peaceably and quietly leave and surrender to the District the Property in good order and repair, ordinary wear and tear excepted, with all Improvements made to the Property provided or created by Licensee. In no event shall Licensee be entitled to any compensation, payment, or credit for any Improvements, regardless of whether the District decides to require Licensee to remove the Improvements or elects to keep the Improvements.

(e) Licensor, at its sole expense, shall maintain the building foundation, the exterior walls, and the roof structure of the Property, but Licensor shall not be responsible for any repairs to or maintenance to the building foundation, exterior walls, or roof structure caused by or resulting from the actions of Licensee or any of Licensee's contractors, employees, licensees, invitees, or agents. Licensee agrees that it shall be responsible for and shall repair promptly or replace, as necessary, any part or portion of the building foundation, the exterior walls, and the roof structure of the Property, which repair or maintenance arises out of or results from the actions of Licensee or any of Licensee's contractors, employees, licensees, invites, or agents

Section 6. Compliance With Law.

(a) Licensee shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the License Area, enacted or promulgated by any public or governmental authority or agency, including without limitation District, having jurisdiction over the License Area. Licensee shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a Conditional Use Permit if necessary, from any local, state or federal agency necessary for the Program and/or use of the License Area.

(b) District has made no representation or warranty as to the suitability of the Property and/or the License Area for Licensee's Program, and Licensee waives any implied warranty that the Property and/or the License Area are suitable for Licensee's intended purposes. Prior to the commencement date of the Agreement, Licensee shall have taken the appropriate steps and made the appropriate inquiries to confirm that Licensee is or will be as of the commencement date of the Agreement in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Licensee's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

LICENSEE'S INITIALS: _____

Section 7. Legal Interpretation of Instrument. The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Los Angeles County.

LICENSEE'S INITIALS: _____

Section 8. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

Section 9. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed unless in writing executed by both parties.

Section 10. Notices. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be

deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to Licensee: [insert contact information]

If to District: LA CANADA UNIFIED SCHOOL DISTRICT
Mark Evans
Assoc. Supt. Business and Administrative Services
La Cañada Unified School District
4490 Cornishon Avenue
La Canada, CA 91011
Phone:
Email: mevans@lcsud.net

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

Section 11. Official Representatives. The official representative for District shall be Susan Aceves. The official representative for Licensee shall be [insert].

Section 12. Employees/Independent Contractors.

(a) For purposes of this Agreement, all persons employed by Licensee in the performance of services and functions with respect to this Agreement shall be deemed employees of Licensee and no Licensee employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Licensee employees have any District pension, civil service, or other status while an employee of the Licensee.

(b) Licensee shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Licensee, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

Section 13. No Transfer or Assignment. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement.

LICENSEE'S INITIALS: _____

Section 14. Nondiscrimination. In utilizing the Agreement, Licensee shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

Section 15. As-Is Condition. The License Area are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the License Area.

Section 16. Exhibits. The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property and License Area

Addendum 1: Legal Interpretation of Instrument.

Section 17. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Section 18. Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Licensee. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

Section 19. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

Section 20. Days/Holidays. All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

Section 21. Nonliability of Officials. No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and

no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

Section 22. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

Section 23. Signs. Licensee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the License Area without District's prior written consent, which consent is at the District's sole discretion.

Section 24. Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

Section 25. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 26. No District Affiliation/Endorsement. Licensee shall not imply, indicate or otherwise suggest that Licensee's use and/or any related activities are connected or affiliated with, or are endorsed, favored or supported by, or are opposed by the District. No signage, flyers or other material may reference the District, any school name, logo or mascot without the District's prior written consent.

Section 27. Board Approval. This Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Education duly passed and adopted.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

District:

LA CANADA UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

Licensee:

[insert full name of Licensee]

By: _____
Name: _____

Title: _____
Date: _____

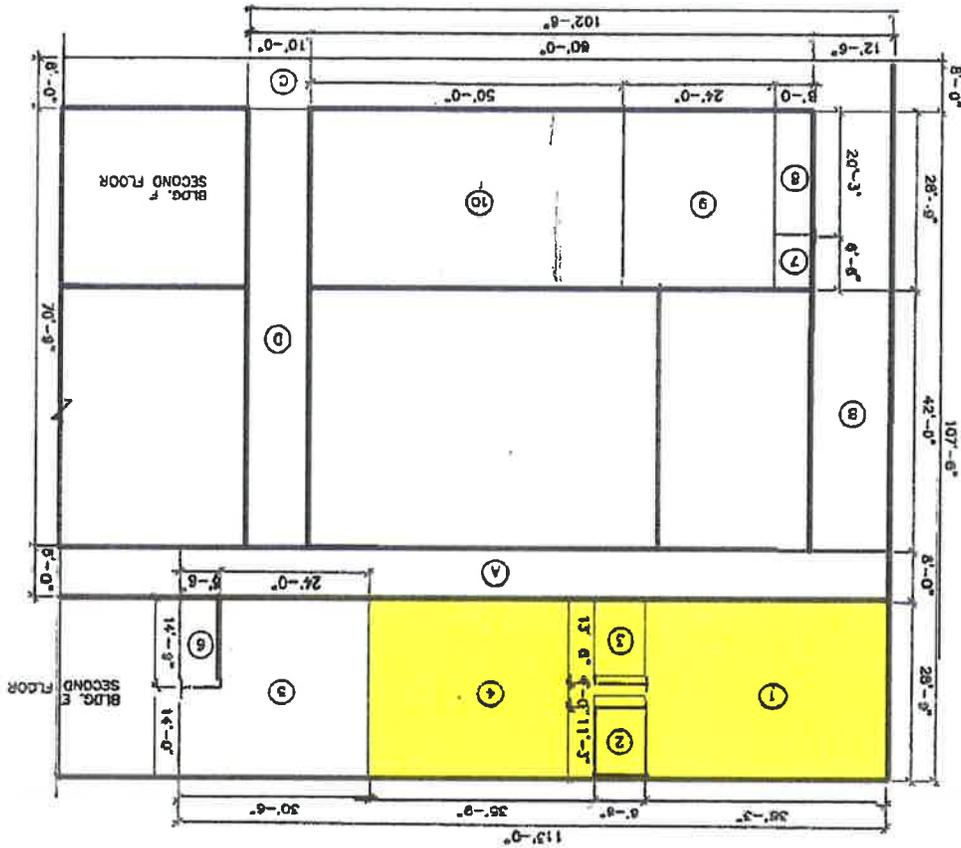
Exhibit "A"

Description of Property, License Area, and the Building

EXHIBIT A
DIAGRAMS OF BUILDING
AREAS BLDG. "D2" SECOND FLOOR

SCHOOL: FOOTHILL INTERMEDIATE SCHOOL
BLDG.#: D2 (SECOND FLOOR)
BLDG. NAME: CLASSROOM
DISTRICT: LA CANADA UNIFIED
DSA DATE: 01/24/49
DSA#: 6475

RM.	ROOM NAME	LENGTH	WIDTH	AREA	FACTOR	CHARGEABLE
1	Classroom	38'-3"	28'-9"	1,100	1.00	1,100
2	Conference	11'-3"	8'-6"	96	1.00	96
3	Storage	13'-6"	8'-6"	115	1.00	115
4	Classroom	35'-9"	28'-9"	1,062	1.00	1,062
5	Classroom	30'-6"	28'-9"	781	1.00	781
6	Stairway	14'-9"	6'-6"	99	0.00	99
7	Janitor	8'-6"	6'-0"	51	1.00	51
8	Stairway	20'-3"	6'-0"	122	0.00	0
9	Resource	28'-9"	24'-0"	690	1.00	690
10	Classroom	50'-0"	28'-9"	1,438	1.00	1,438
A	Ext. Corridor	113'-0"	8'-0"	904	0.67	606
B	Ext. Corridor	70'-9"	12'-6"	884	0.67	592
C	Ext. Corridor	102'-6"	8'-0"	820	0.67	549
D	Ext. Corridor	70'-9"	10'-0"	707	0.67	474
TOTAL AREAS				8,869		7,653



SCALE: 1" = 30'



ADDENDUM 1 TO LICENSE AGREEMENT

The parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the License Area. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee, as Licensee, acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, and therefore, Licensee shall not assign hypothecate or mortgage the License Area or any portion thereof, by, though or pursuant to this Agreement

Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

LICENSEE'S INITIALS: _____

Date: _____

EXHIBIT "C"

WALK-THROUGH COVID-19 WAIVER

I _____ hereby represent that I am a duly authorized representative of _____ (the "Respondent"). Respondent asked La Canada Unified School District ("District") to participate in a walk-through of the District's Main Office, located at 4490 Cornishon Avenue, La Cañada Flintridge, CA 91011 ("Property") pursuant to the District's "Request For Proposals For The Licensed Use Of District Office Space." On behalf of the Respondent, I understand that the walk-through will be conducted during the COVID-19 pandemic. Although the District has taken reasonable steps to sanitize the Property, the District cannot and does not, guarantee the safety of the Property during the walk-through. Therefore, Respondent, including all employees participating in the walk-through at the direction of Respondent, will enter the Property at their sole risk and responsibility. Respondent hereby waives any potential claim against the District related to, or arising from, the walk-through including any incidental or accidental exposure to COVID-19. Further, Respondent shall indemnify, defend, and hold harmless the District from any claim or harm alleged by any person participating in the walk-through on behalf of the Respondent. The Respondent and the District shall work together to establish reasonable and appropriate safety measures during the walk-through to protect the participants but the District cannot, and hereby does not, represent or warrant the overall safety of the Property during the walk-through. Respondent further represents and warrants that no person participating in the walk-through on behalf of Respondent has not tested positive for COVID-19 and is not exhibiting any symptoms of COVID-19 during the walk-through.

Printed Name:

Title

Signature

Date

Street Address

Phone

City, State, ZIP

E-mail