

Received

SEP 23 2015

NMUSD Business Office

FACILITIES USE AGREEMENT

This Facilities Use Agreement executed in duplicate is made on June 23, 2015, by and between the North Monterey County Unified School District, District, and the Seniors Council of Santa Cruz and San Benito Counties, Inc., Seniors Council, who for the consideration of their mutual promises agrees as follows:

1. FACILITIES TO BE USED: District hereby leases and Seniors Council hereby hires, upon the terms and conditions, covenants, restrictions and easements, the following room located on the real property known as Moss Landing Middle School, 1815 Salinas Road, Moss Landing, CA 95039:

a. Multipurpose Room

No other rooms in this facility may be used by the Senior Council without prior written request and district approval. All requests must be sent to the Business Office of North Monterey County Unified School District located at 8142 Moss Landing Road, Moss Landing, CA 95039.

2. TERM: The term of this Facilities Use Agreement shall be for a period of One year commencing on September 1, 2015. District has the right, with thirty days written notice, to request Seniors Council to vacate the room occupied. The Seniors Council has the right, with thirty days written notice, to vacate the room occupied.

3. RENT: Seniors Council shall pay to District two thousand five hundred dollars and no cents (\$2,500.00) annually. The first installment of \$1,250 is due on August 31, 2015. The second and final installment for the year is due no later than February 28, 2016. In the event the Senior Council vacates the premises prior to the end of this agreement, a pro-rated refund will be provided.

4. USE OF PROPERTY: Seniors Council agrees to use the property solely for the purpose of storage and distribution of in-kind donations of consumer goods to non-profit organizations and agencies for the purpose of donating said consumer goods to the poor and disabled. Seniors Council agrees to not sublet the use of the property to other agencies.

Seniors Council agrees not to use the property to store or distribute hazardous materials.

Seniors Council agrees to comply with all applicable ordinances, laws, regulations and orders of governmental authority and agrees not to cause or permit any violation thereof. Furthermore, Seniors Council shall not cause or permit: (1) any waste of the property; (2) any public or private nuisance thereon; or (3) any condition which violates any standard form policy of fire insurance covering the property. If Seniors Council fails to comply with any such ordinance, law, regulation, rule or use, District

reserves the right to terminate this lease or to take any other necessary remedial measures.

5. UTILITIES: The District agrees to provide utilities to the extent reasonable considering the limited use of the space. The District will place one porta potty with a wash station (to be serviced regularly) on the property. The District will continue to bill the Senior Council for this service every six months.

6. CUSTODIAL: The District will provide no custodial services. The Seniors Council agrees to keep the area used clean and orderly and to remove all trash, especially food waste, on a daily basis to assist with control of pests and other animals.

7. RIGHT OF ENTRY: The District maintains the right to inspect the area used during reasonable business hours or at other times by agreement with the Seniors Council.

8. SIGNS: Seniors Council shall erect no signs on the outside of the building.

9. PARKING: The Seniors Council may have use of the parking areas to the extent it does not interfere with District activities.

10. INDEMNITY AND NON-LIABILITY OF DISTRICT: Seniors Council shall indemnify and hold harmless District from and against any and all claims arising from the Seniors Council's use of the property and common areas thereof.

11. INSURANCE: District and Seniors Council agree that neither shall be liable to the other for any damage or loss for which either has insured against, and agree that each party will look solely to their respective insurers for recovery. District and Seniors Council hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the property, a waiver of any right of subrogation which any such insurer of one party may acquire against the other by reason of the payment of any loss under such insurance. Seniors Council will provide proof of liability insurance of \$1,000,000 per occurrence.

Read and agreed to at Moss Landing, CA.

Dated: _____ By: _____
Liann Reyes, Assistant Superintendent of Business Services
For: North Monterey County Unified School District

Dated: 9/3/15 By: 
Clay Kempf
For: Seniors Council of Santa Cruz and San Benito Counties, Inc.