

AGREEMENT GRANTING USE OF SCHOOL PROPERTY

THIS AGREEMENT is entered into this _____ day of _____ 2018, between **LA CAÑADA UNIFIED SCHOOL DISTRICT** ("the District") and **CHILD EDUCATIONAL CENTER (CEC)**.

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

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

1. The grant of use of the described District property will be for the period **June 18, 2018 to July 13, 2018**, agreed upon by the Governing Board of the District and CEC.
2. As consideration for the use of the property and other services rendered, the CHILD EDUCATIONAL CENTER shall pay the District \$4,193.34 based on square footage of 1,920 square feet at a rate of \$2.43 per square foot for the month of June and a rate of \$2.51 per square foot for the month of July for the use of the District's facilities at **La Canada Elementary, 4540 Encinas Drive, La Cañada, CA 91011**. The specific area of the campus Rooms 35 and 36 which they occupy during the regular school year program and the adjoining outdoor area plus boys and girls restrooms.

3. The CEC shall procure an appropriate policy of Workers' Compensation Insurance covering all persons employed and all volunteers utilized by CEC in conducting summer camp who are required by law to be covered by Workers' Compensation Insurance.

4. The District property shall be used by CEC for the purposes of conducting the summer camp only. This Agreement is not intended and shall not be construed as conferring a monopoly for the benefit of any person or organization.

5. The District shall provide and pay for all utilities and custodial services provided during the contract period for the areas identified on page one. The District shall not be required to make any improvements or repairs of any nature whatsoever except normal maintenance and repairs, and maintenance and repairs necessary to provide proper heating, electrical service and plumbing. The District shall care for and maintain the grounds, including but not limited to lawn, trees, shrubbery, flowers, walkways and sidewalks.

6. The CEC shall take out and maintain during the term of the grant of use liability and property damage insurance in form similar to that currently maintained by the District, which shall include the CEC and the District as insured parties. The CEC shall provide the District with a certificate of such insurance. The coverage to be afforded by such

insurance shall not be less than \$1,000,000.00. The District shall also include CEC as an insured party on its policy and provide the CEC with a certificate of such insurance.

7. CEC shall indemnify and hold harmless La Canada Unified School District, their respective officers, governing board members, managers, directors, employees and volunteers, from and against any and all losses, claims, damages and liabilities including all legal and defense expenses which any such indemnified party may become subject to arising out of or in connection with the CEC Summer Program, for any death, personal injury or property damage to the fullest extent permitted by law.

8. CEC agrees to have a designated adult on site, as supervisor, whenever students are present, to ensure appropriate use of District property as outlined in this agreement; and to ensure that the property is returned to the District in the condition in which it is first rented.

9. It is mutually agreed that the District has absolutely no authority of any kind concerning any matter, cause or thing whatsoever in connection with CEC that has not been specified in this Agreement. Nothing contained in this Agreement shall be construed as constituting either party as a partner, employee or agent of the other party; nor shall either party to this Agreement have any authority to bind the other in any respect.

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

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

11. All tuition and any other sums received by CEC pursuant to this Agreement shall be held retained by CEC.

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

13.

(a) Notices to the District:

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

Attention: Mark Evans, Chief Business and Operations Officer

(b) Notices to the CHILD EDUCATIONAL CENTER:

CHILD EDUCATIONAL CENTER
140 Foothill Blvd.
La Cañada CA 91011

Attention: Elyssa Nelson

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

LA CAÑADA UNIFIED SCHOOL DISTRICT

By _____

Title _____

Date _____

CHILD EDUCATIONAL CENTER

By _____

Title _____

Date _____