FACILITIES USE AGREEMENT

In accordance with WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT’S Policies and Procedures, this Facilities Use Agreement is made and entered into as of ________________________, between WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT (hereinafter known as the “DISTRICT”) and __________________________________________ (hereinafter known as the “PERMIT HOLDER”). The parties hereby agree as follows:

1. **Purpose of Agreement, Premises Requested, and Notification to Users**

   PERMIT HOLDER may use the college facilities subject to the conditions and restrictions listed below. Specific locations, dates, times, and permitted use are listed in Section 13 of this agreement.

   PERMIT HOLDER shall provide written notice informing its patrons and the public that the activity and operations of the PERMIT HOLDER are independent from, and not connected to, the DISTRICT and Mission College.

2. **Term of Agreement**

   The term of this agreement shall be from, ________________ to ________________. This agreement may be renewed or terminated at any time by either party upon the giving of a sixty (60) days written notice. Renewals of this agreement shall not exceed five years total and shall be subject to the approval of the Board of Trustees of the DISTRICT.

3. **Consideration of the Agreement, Rents and Reimbursements**

   Rental of the Facility: In consideration of the right to use the premises as set forth herein, for each day the college facilities are used, the PERMIT HOLDER shall pay the fair market rental amounts, defined in Section 13 of this agreement.

   Reimbursement of Related Costs: Any other direct costs (such as DISTRICT personnel, custodial services, grounds, security, police, parking, maintenance) incurred by the DISTRICT shall be reimbursed by the PERMIT HOLDER upon billing. PERMIT HOLDER will be provided an estimate prior to the event, which will be listed in Section 13 of this agreement.

   Such rent and other related costs for the facilities use (e.g., reimbursement of direct costs) shall be due on the first working day of each month at the Administrative Services, Mission College.
4. **Facilities Maintenance During Use**

PERMIT HOLDER shall be responsible for ensuring the facilities used within this agreement are cleaned and returned without damage to the DISTRICT. Any costs resulting from property damage or unclean property during the use of the facility as specified within this agreement shall be the sole responsibility of the PERMIT HOLDER. The PERMIT HOLDER shall reimburse the DISTRICT for such costs.

5. **Security and Parking**

The PERMIT HOLDER agrees that the DISTRICT is not obligated to provide any type of security service or additional personnel. PERMIT HOLDER assumes all responsibility for the protection of all related DISTRICT property associated with this agreement, and the property owned by the PERMIT HOLDER from the acts of the PERMIT HOLDER or third parties, except for claims due to willful misconduct of the DISTRICT.

The PERMIT HOLDER also assumes all responsibility for the protection of its agents, its patrons, its clients, its invitees, and its staff from the acts of the PERMIT HOLDER or third parties, except for claims due to willful misconduct of the DISTRICT.

It is understood that any invitees, staff members, or patrons of the PERMIT HOLDER shall properly display paper parking permits sold or furnished by the DISTRICT and the DISTRICT assumes no responsibility for parking violations or citations obtained by PERMIT HOLDER patrons, invitees, or PERMIT HOLDER staff or volunteers.

6. **Commercial Rights and Zoning**

To the extent applicable to PERMIT HOLDER’s use of DISTRICT property, and to the extent required by California Education Code section 81378.1(e), PERMIT HOLDER agrees to ensure that the use of DISTRICT property shall be consistent with all applicable zoning ordinances and regulations. The DISTRICT may agree to provide such support at the expense of the PERMIT HOLDER.

7. **Insurance**

At the expense of the PERMIT HOLDER, throughout the term of this Agreement, the PERMIT HOLDER shall maintain in full force and effect its insurance coverage as follows:

<table>
<thead>
<tr>
<th>Policy of Insurance</th>
<th>Minimum Coverage Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability and Property</td>
<td>Per Occurrence: One Million Dollars ($1,000,000)</td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>Aggregate: Two Million Dollars ($2,000,000)</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>Five Hundred Thousand Dollars ($500,000)</td>
</tr>
</tbody>
</table>

Any aggregate limits shall be stated as applying on a per location basis.
**Additional Insured.** An additional insured endorsement is required naming the DISTRICT as additional insured. PERMIT HOLDER shall name: West Valley-Mission Community College District and its Board of Trustees, officers, employees, agents, and volunteers as Additional Insured under its Commercial General Liability and Automobile Liability policies.

**Certificate of Insurance.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII unless otherwise acceptable to the District. PERMIT HOLDER shall furnish the DISTRICT with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage upon execution of the Agreement. PERMIT HOLDER will be in material default of the Agreement if it fails to timely furnish these documents to the DISTRICT.

PERMIT HOLDER shall pay, or cause to be paid, all premiums and other charges in connection with such insurance and, upon written request, shall promptly furnish the other with satisfactory evidence thereof.

PERMIT HOLDER shall provide appropriate supervision as determined by the DISTRICT for all minor children participating in PERMIT HOLDER activities at Mission College, including the period of time immediately preceding and following regularly scheduled activities on or around the parking lots or other areas of the campus where participants are present.

8. **Breach and Cure**

In the event that a party is in material breach of this Agreement, the other party may send written notice to the breaching party. The breaching party shall have thirty (30) days to cure said breach, unless said breach endangers public safety. If the cure is not completed within thirty (30) calendar days of said notice, the non-binding breaching party may terminate the Agreement. Pursuant to Education Code section 81378.1, this Agreement shall be subject to renegotiations and may be rescinded after sixty (60) calendar days’ notice to PERMIT HOLDER if the DISTRICT’s Board of Trustees determines at any time during the term of this Agreement that the Premises are needed for academic activities.

9. **Indemnities**

PERMIT HOLDER agrees to indemnify and hold harmless the DISTRICT and its directors, members, officers, employees and other representatives from and against and in respect of any and all claims, suits, actions, judgments, damages, liabilities and expenses (including reasonable legal fees and expenses of counsel chosen by the DISTRICT) as when incurred arising out of, involving, or in connection with, the use or occupancy (or both) of the Premises by PERMIT HOLDER, specifically including without limitation claims arising from personal injury or death or property damage, excepting only matters arising out of the sole negligence of the DISTRICT. If any claim, action or proceeding is brought against the DISTRICT by reason of any of the foregoing matters, PERMIT HOLDER shall upon notice by the DISTRICT, defend the same at PERMIT HOLDER’s
expense and the DISTRICT shall cooperate with PERMIT HOLDER in any such defense. The DISTRICT need not have paid any such claim in order to be defended or indemnified.

The DISTRICT agrees to indemnify and hold harmless PERMIT HOLDER and its members, officers, employees, invitees or guests and other representatives from and against and in respect of any and all suits, actions, judgments, damages, liabilities and expenses (including reasonable legal fees and expenses of counsel chosen by PERMIT HOLDER) as and when incurred rising out of or based upon the sole negligence of the DISTRICT or alleged to arise from environmental matters affecting the Premises to the extent not caused by or attributable to PERMIT HOLDER. If any claim, action or proceeding is brought against PERMIT HOLDER by reason of any of the foregoing matters, the DISTRICT shall upon notice by PERMIT HOLDER, defend the same at the DISTRICT’s expense and PERMIT HOLDER shall cooperate with the DISTRICT in any such defense. PERMIT HOLDER need not have paid any such claim in order to be defended or indemnified.

The party seeking indemnification hereunder shall give the other party prompt notice of any claim asserted against it and the basis on which it intends to seek indemnification.

10. **Representations and Warranties**

PERMIT HOLDER hereby represents and warrants to the DISTRICT, which representations and warranties shall survive the execution and delivery of this Agreement, that PERMIT HOLDER has the power and authority to enter into this Agreement and to grant the rights and consummate the transactions contemplated herein and has taken all actions necessary to authorize the execution and delivery of this Agreement.

The DISTRICT hereby represents and warrants to PERMIT HOLDER, which representations and warranties shall survive the execution and delivery of this Agreement, that the DISTRICT has the power and authority to enter into this Agreement and to grant the rights and consummate the transactions contemplated herein and has taken all actions necessary to authorize the execution and delivery of this Agreement.

No persons associated with PERMIT HOLDER may use any Mission College facility, equipment, or services or present themselves as acting on behalf of the DISTRICT without prior written approval unless otherwise specified in this Agreement.

11. **Confidentiality**

Subject to the requirements of the Public Records Act, the Ralph M. Brown Act, and to all other statutes and regulations that apply to the DISTRICT, the DISTRICT shall use its best efforts to preserve the confidentiality of any confidential information pertaining to PERMIT HOLDER that becomes known by the DISTRICT.

12. **Miscellaneous**

This Agreement may be resolved by arbitration before an arbitrator selected by mutual agreement of the parties, or if the parties agree to arbitration but cannot agree on the choice
of arbitrator, in accordance with the arbitrator selection rules of the American Arbitration Association. The arbitration, if held, shall be conducted in accordance with the American Arbitration Association Rules. The parties further agree that the location for the arbitration shall be in San Jose, California. Judgment upon the award rendered may be entered in any court having jurisdiction. Each Party shall pay an equal share of the arbitrator’s fees and expenses and shall bear his, hers or its own attorneys’ fees, witness fees and other costs concerning the arbitration. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined under and in accordance with the laws of the State of California without giving effect to conflicts of laws principles thereof.

13. **Schedule and Charges**

(Please see following page)
“DISTRICT”

West Valley-Mission CCD

14000 Fruitvale Ave.

Saratoga, CA 95070

“PERMIT HOLDER”

______________________________

Phone: ________________________

Email: ________________________

DISTRICT
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

By: _________________________________

Ed Maduli

Vice Chancellor

Dated: ______________________________

PERMIT HOLDER

______________________________

By: _________________________________

Name: ________________________________

Title: ________________________________

Dated: ______________________________

Reviewed/Approved by:

____________________________________

Rick Bennett

Vice President

Administrative Services

Mission College

Dated: ______________________________

____________________________________

Mina Hernandez

Executive Director

General Services

West Valley-Mission CCD

Dated: ______________________________