

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the **INYO COUNTY SUPERINTENDENT OF SCHOOLS**, a political sub-division of the State of California, hereinafter referred to as **SUPERINTENDENT**, and _____ hereinafter referred to as the **USER**.

WHEREAS, the **SUPERINTENDENT** is the holder of a lease by and between the Department of Water and Power of the City of Los Angeles (Lease) and controls the use and operation of a facility within the County of Inyo commonly designated as **SIERRA ADVENTURE CENTER**, which facility is located westerly of the town of Big Pine, County of Inyo, State of California; which facility is hereinafter referred to in this agreement as **CENTER**, and,

WHEREAS, this Agreement is subject to all of the terms and conditions of BL-1361, and,

WHEREAS, **USER** desires to obtain the use and benefit of **CENTER** from **SUPERINTENDENT**, and

WHEREAS, **SUPERINTENDENT** is willing to extend use of **CENTER** to **USER** and **USER** is willing to take from **SUPERINTENDENT** the use and benefit of **CENTER** for the period of time and upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, it is mutually agreed by and between the **SUPERINTENDENT** and **USER** as follows:

1. **SUPERINTENDENT** to extend to the **USER** the use of the **CENTER** for the periods of _____
_____.
2. **SUPERINTENDENT** to furnish the **USER** the following items and things so that **USER** may have the full use and enjoyment of **CENTER** during occupancy thereof:
 - a. Two (2) dormitory facilities for up to forty (40) people each.
 - b. Two (2) dormitory facilities with full bathroom for up to twelve (12) people each
 - c. Two (2) dormitory facilities with full bathroom, one for six (6) and one for eight (8) people each.
 - d. Two (2) restroom/shower facilities.
 - e. Dining hall/kitchen facilities, cooking utensils, commercial refrigerator & freezer, stoves, microwave, large capacity coffee maker, etc.
 - f. Large open grass-covered area for outdoor recreation.
 - g. Amphitheater and Campfire Ring (stocked with firewood and fire extinguishing tools and supplies) with seating for one hundred (150) people.
 - h. Electricity & Water services.
 - i. Two (2) Classroom/Conference Rooms for up to fifty (50) people each.
 - j. Basketball court and other recreational facilities.
3. **USER** to be responsible for all individual bedding (rooms have basic mattress) and linens (**CENTER** provides no linen service), cooking, and food provisions of food.

4. **USER** agrees to perform pre-use premises safety and facility inspection to assure the overall safety and condition of the premises to be used. Prior to use, each and every defect and/or safety hazard shall be brought to Center's management attention.
5. **USER** agrees to take from **SUPERINTENDENT** the use and benefits of **CENTER** for the period of time herein before set forth.
6. **USER** is to reimburse **SUPERINTENDENT** for the use and benefit of **CENTER** during said period as follows:
 - a. Security deposit in the amount of Two Hundred Dollars (\$200.00). (Refundable)
 - b. Fee for Direct Costs per building/room use on regular and non-work day per Rental/Use Cost Sheet schedule attached.
7. **USER** agrees to make remittance to **SUPERINTENDENT of the consideration for the granting of this use as follows:**
 - a. **Two Hundred Dollars (\$200.00) security deposit upon signing and returning this agreement. No Reservation will be made for USE of the CENTER unless and until the applicable deposit has been received and this AGREEMENT has been executed by both the SUPERINTENDENT and the USER.**
 - b. Usage fee to be invoiced per building/room used after stay.
8. **USER** to use **CENTER** only for the purposes and in the manner set forth in this agreement.
9. **USER** agrees to reimburse **SUPERINTENDENT** for the costs of repair, including labor and materials, for any damage or breakage to **SUPERINTENDENT'S** property during same time it is being used and enjoyed by **USER**.
10. The user shall indemnify, hold harmless and defend the **SUPERINTENDENT** and the **CENTER** and each of their officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including, but not limited to personal injury, death at any time, and property damage) incurred by the **SUPERINTENDENT** and/or the **CENTER**, the user or any other person and from any and all claims, demands, and actions in law or equity (including attorneys' fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the performance of this agreement. The user's obligations under the preceding sentence shall apply regardless of whether the **SUPERINTENDENT** and/or the **CENTER** or any of their officers, agents and employees are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the **SUPERINTENDENT** and/or the **CENTER**.

The user shall also indemnify, hold harmless and defend the City of Los Angeles, the Los Angeles Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers, agents, successors in interest, insurers, assigns and/or employees (hereinafter individually and collectively referred to as **INDEMNITEES**) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including, but not limited to personal injury, death at any time, and property damage) incurred by **INDEMNITEES**, the user or any other person and from any and all claims, demands, and actions in law or equity (including attorneys' fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the performance of this agreement. The user's obligations under the preceding sentence shall apply regardless of whether the **INDEMNITEES** are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the sole negligence or willful misconduct of **INDEMNITEES**.

USER agrees to pay for and maintain in full force and effect with an insurance(s) company Admitted by the California Insurance Commissioner to do business in the state of California and rated not less than “A-/VII” in Best Insurance Rating Guide, commercial general liability insurance in an amount not less than \$1,000,000 per occurrence.

If the USER is a self-insured public entity, then evidence of that status shall be satisfactory. The USER shall furnish the SUPERINTENDENT with the certificate(s) for all required insurance prior to the district’s execution of the agreement.

11. USER agrees to abide by Board Policy 4220 (A) and recognizes that Sierra Adventure Center is a drug, and tobacco-free facility.

The above insurance shall be endorsed to name the **SUPERINTENDENT and the CENTER**, its officer, agents and employees as additional insured.

12. CENTER has ponds that are periodically filled with water. These ponds are not to be used for swimming or wading.

13. USER agrees not to place any long distance telephone calls made by the **USER** or the persons in the employ of or under the control of **USER** through any phones installed at the **CENTER**.

14. If for any reason without prior notice, **USER** fails, neglects or refuses to enter upon said premises and take advantage of the use and benefit hereby granted, all payments received by **SUPERINTENDENT** in advance shall be retained by the **SUPERINTENDENT**.

15. That the agent of **SUPERINTENDENT** in the administrations of this agreement is the **BUSINESS MANAGER** and **USER** hereby agrees to handle all administrative problems that arise from the use of the **CENTER** directly with the **BUSINESSMANAGER**.

IN WITNESS THEREOF, the parties hereto have set their hands the day and year below.

Barry Simpson
INYO COUNTY SUPERINTENDENT OF SCHOOLS
P.O. DRAWER G
INDEPENDENCE, CA 93526

DATE

AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

ORGANIZATION

ADDRESS

PHONE NUMBER/EMAIL