

## **EXHIBIT “A”**

### **MONTGOMERY RESOURCE CENTER FACILITY USE AGREEMENT**

This Facility Use Agreement (“Agreement”) is by and between Davis Joint Unified School District (“DISTRICT”), a public school district of the State of California and Yolo Family Resource Center (“YOLO FRC”), a California non-profit public benefit corporation. DISTRICT and YOLO FRC are referred to singularly as “Party” and collectively as “Parties.”

**WHEREAS**, DISTRICT and YOLO FRC are parties to a Memorandum of Understanding for YOLO FRC to operate a Montgomery School Family Resource Center (“FRC”) on the Montgomery School campus (the “MOU”); and

**WHEREAS**, DISTRICT has available a vacant classroom space and at Montgomery School that it would like to make available to YOLO FRC for the establishment of the Montgomery School FRC in accordance with the terms of the MOU and as more fully described herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereby agree as follows:

#### **ARTICLE I DESCRIPTION OF PROPERTY**

- 1.1 DISTRICT hereby Licenses to YOLO FRC on the terms and conditions set forth herein, the Premises described as follows:

1 vacant classrooms, located on the District’s Property (“Premises”).

#### **ARTICLE II USE OF PREMISES**

- 2.1 During the term hereof, the Licensed Premises shall be used by the YOLO FRC solely for the purpose of operating the Montgomery School RFC in accordance with the MOU.
- 2.2 YOLO FRC shall be responsible for obtaining and maintaining all licenses and permits necessary for conducting its business. YOLO FRC agrees to comply with all applicable ordinances, statutes and regulations related to occupying the Premises and conducting YOLO FRC’s business activities. YOLO FRC shall be responsible for obtaining the necessary fire and health clearances on the property and any conditional use permit required to use the property for the purposes described above.

#### **ARTICLE III**

## **TERM**

- 3.1 **INITIAL TERM.** The initial term of this Agreement shall be consistent with the term of the MOU, commencing on 12:01 a.m. on July 1, 2015, and ending at 12:01 a.m. on July 1, 2016.
- 3.2 **RENEWAL.** Provided that YOLO FRC and the DISTRICT agree to extend the term of the MOU, and provided YOLO FRC is not in default of any terms or conditions of this Agreement, and provided the DISTRICT does not need to use the Premises for DISTRICT purposes, YOLO FRC and DISTRICT may agree to extend this Agreement for additional one-year periods.
- 3.3 **TERMINATION.** This Agreement shall automatically terminate in accordance with the Termination provisions of the MOU.

## **ARTICLE IV ALTERATIONS**

- 4.1 YOLO FRC acknowledges that they accept the premises AS-IS, in its present condition, and agrees to make no demands upon DISTRICT for any alterations or improvements, provided; however, that the DISTRICT shall remain responsible for repairs and/or replacements in accordance with Section 7, above. YOLO FRC shall have the right to make alterations and additions only upon receipt of written approval thereof from the Superintendent, or designee, of the DISTRICT. The Superintendent may, as a condition of the granting of approval, require YOLO FRC to post a labor and material bond and performance bond in an amount equal to one and one-half (1-1/2) times any and all estimated costs of any improvements or alterations in the premises to insure DISTRICT against any liability for mechanic's liens and materialmen's liens.

## **ARTICLE V INDEMNITY**

- 5.1 **INDEMNIFICATION BY YOLO FRC.** YOLO FRC shall indemnify and save harmless the District, its officers and agents from all loss, expense, fines, suits, proceedings, claims, damages, actions, and judgments, of any nature whatsoever arising out of or in any way connected with the occupancy, use or control of the Licensed property by YOLO FRC, and YOLO FRC shall at its own expense, cost and risk, defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.
- 5.2 **EXEMPTION OF DISTRICT FROM LIABILITY.** YOLO FRC hereby agrees that the DISTRICT shall not be liable for injury to YOLO FRC's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of YOLO FRC, its employees, invitees, customers or any other person in or about the property, nor shall the DISTRICT be liable for injury to any person of YOLO FRC, its employees, agents or contractors, whether such damage of injury is caused by or results from fire,

steam, electricity, gas, water or rain or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the property or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to YOLO FRC. The DISTRICT shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the property is located.

## **ARTICLE VI INSURANCE**

- 6.1 **LIABILITY INSURANCE.** YOLO FRC shall maintain at YOLO FRC's own cost and expense a minimum of the following insurance: (1) Commercial General Liability with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate; (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Employer's Liability with limits of \$1,000,000.00 per occurrence. YOLO FRC shall name DISTRICT as an additional insured with respect to the above Commercial General Liability insurance. YOLO FRC shall, concurrent with the execution of this Agreement, provide DISTRICT with certificates verifying the foregoing insurance coverage.
- 6.2 **WORKER'S COMPENSATION INSURANCE.** YOLO FRC shall maintain in effect throughout the term of this Agreement, at its own cost, Workers' Compensation insurance and employer's liability insurance in accordance with the laws of the State of California.
- 6.3 **PROPERTY INSURANCE.** The DISTRICT shall obtain and keep in force during the term of this License a policy or policies of insurance covering loss or damage to the property, in the amount of the full replacement value thereof, as the same may exist from time to time, against all peril included with the classification of fire, extended coverage, vandalism and malicious mischief, special extended perils (special forms) and sprinkler leakage at the expense of YOLO FRC which amounts shall be payable by YOLO FRC upon demand. If such insurance coverage has a deductible clause, YOLO FRC shall be liable for the deductible amount, which shall be payable by YOLO FRC upon demand.

## **ARTICLE VII DAMAGE OR DESTRUCTION**

- 7.1 If at any time during the term of this License the property is damaged or destroyed through the events not caused by a negligence or willful act of YOLO FRC, the DISTRICT agrees to use whatever insurance money DISTRICT receives for such damage or loss to repair that damage. Should part or all of the buildings on the property be unusable as a result of such damage, YOLO FRC's rent will be abated in proportion to the extent YOLO FRC's use of the property is impaired until the property is restored to its condition prior to the damage or loss.

## **ARTICLE VIII ASSIGNMENT AND SUBLETTING**

- 8.1 YOLO FRC shall not assign or otherwise transfer its rights under this License. Any attempt by YOLO FRC to assign or otherwise transfer its rights under this License shall be void and YOLO FRC shall remain liable to the DISTRICT for performance of all its obligations under the terms of this License.

#### **ARTICLE IX DEFAULT BY YOLO FRC**

- 9.1 In the event YOLO FRC fails to keep, perform and observe any and all of its promises, covenants, conditions and agreements, set forth in this License, DISTRICT will notify YOLO FRC of the condition of default. If the condition of default is not corrected within ninety (60) days of said notice, the DISTRICT shall have the right to terminate this License and recover from YOLO FRC (a) any damages to the improvements located on the premises; and (b) attorneys' fees and costs of suit in recovering any portion of the above amounts from YOLO FRC.

#### **ARTICLE X SURRENDER OF PREMISES**

- 10.1 Upon the expiration of the term hereof, or any extension thereto, or sooner termination of this Agreement or the MOU, YOLO FRC shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to DISTRICT in at least the same condition as at the start of the License.

#### **ARTICLE XI TAXES**

- 11.1 YOLO FRC shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to YOLO FRC and located upon the premises.

#### **ARTICLE XII CONDEMNATION**

- 12.1 In the event that the premises, or any portion thereof, are taken by eminent domain, either temporarily or permanently, DISTRICT may terminate the License and YOLO FRC shall not be entitled to any portion of any award for the taking of the premises, except that portion of any award which represents the value of any personal property of YOLO FRC lost through condemnation.

#### **ARTICLE XIII NEGATION OF PARTNERSHIP**

- 13.1 DISTRICT shall not become nor be deemed a partner in a joint venture with YOLO FRC by reasons of the provision of this License.

#### **ARTICLE XIV PLACEMENT OF SIGNS**

- 14.1 YOLO FRC, at its sole cost and expense, may place, construct, and maintain one or more signs advertising its business on the premises. Any signs so placed on the premises must first be approved in writing by the Superintendent or designee for the District, which approval may not be unreasonably withheld or delayed.

## **ARTICLE XV ATTORNEYS' FEES**

- 15.1 Should it be necessary for DISTRICT to bring any legal action or proceeding against YOLO FRC to evict YOLO FRC from the property at the termination of this Agreement, or any extension thereof, or to enforce the terms of this Agreement or to declare rights hereunder, DISTRICT shall be entitled to collect any and all reasonable attorney's fees for such action or proceeding. In addition, the DISTRICT shall be entitled to attorney's fees, costs and/or expenses incurred in the preparation and service of any notice(s) of default and consultations in connection therewith, whether or not a legal action or proceeding is subsequently commenced in connection with such default or resulting breach.

## **ARTICLE XVI NOTICES**

- 16.1 NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in a registered or certified form with postage fully prepaid or by express mail with delivery confirmation to the addresses provided below. The Parties may designate different addresses to which subsequent notices, certificates or other communications will be sent by written notice to the other Party.

If to the Yolo FRC:

Yolo Family Resource Center  
858 Court Street  
Woodland, CA 95695  
Attn: Executive Director

If to District:

Davis Joint Unified School District  
526 B Street  
Davis, California 95616  
Attn: Superintendent

## **ARTICLE XVII GENERAL TERMS AND CONDITIONS**

- 17.1 Entire Agreement, Waivers and Amendments: This AGREEMENT incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this AGREEMENT must be in writing and signed by the appropriate authorities of the Party to be charged. Any

amendment or modification to this AGREEMENT must be in writing and executed by all of the Parties hereto.

- 17.2 Execution in Counterpart: This AGREEMENT may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 17.3 Effect of Recitals: The Recitals and Exhibit(s) herein are deemed true and correct, are hereby incorporated into this AGREEMENT, and the Parties acknowledge and agree that they are each bound by the same.
- 17.4 Interpretation: Governing Law: This Agreement shall be construed according to its fair meaning and as if prepared by the Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date set forth above.

**“DISTRICT”**

**DAVIS JOINT UNIFIED  
SCHOOL DISTRICT**

**“**

**YOLO FRC”**

**YOLO FAMILY RESOURCE  
CENTER**

By: \_\_\_\_\_  
Winfred Roberson, Superintendent

By: \_\_\_\_\_  
Bob Ekstrom, Executive Director