

**CONTRACT NAME:** AGREEMENT BETWEEN YOLO COUNTY HOUSING AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

**BRIEF DESCRIPTION OF CONTRACT:** This is an agreement between Yolo County Housing and Davis Joint Unified School District. This agreement will allow Davis Joint Unified School District to use the common areas of Davis Migrant Center, 31150 County Rd. 105, Dixon, CA to hold meetings, activities and other events.

**FISCAL IMPACT:** The cost for this service is \$0 to fund this expense.



# Yolo County Housing

**Main Office:** 147 W. Main Street, Woodland, Ca 95695  
Woodland: (530) 662-5428 Sacramento: (916) 444-8982  
Fax: (530)669-2241 TTY: (800) 545-1833, ext. 626

AGREEMENT NO. Davis Joint Unified School District

(Facilities Use Agreement)

THIS AGREEMENT is made this **15th day of March** by and between the Housing Authority of the County of Yolo ("YCH"), and **Davis Joint Unified School District** ("User"), who agree as follows:

## TERMS

1. Facilities / Grounds. Subject to the terms of this Agreement, the User is hereby granted permission to use the following YCH-owned or operated facilities: **Davis Community Room located at 31150 County Rd. 105 Dixon, CA 95620**
2. Period of Use. The permission hereby given to User shall be for the following period: **Once a month in June, August, and September June 1st, 2018 through June 1st, 2021** as outlined in the attached Schedule and such other times as may be approved in writing by the YCH Executive Director.
3. Permissible Use. User shall only use the facilities/grounds for the following activities: **Hold a monthly meeting in June, August, and September to meet with student's parents.**
4. Fee and Security Deposit. User agrees to pay YCH for use of the facilities the sum of **\$0.00 per month**. In addition, User agrees to pay the sum of **\$0.00** as a security deposit. The security deposit shall be paid at the time of signing this Agreement, and the user fee shall be paid fifteen (15) days prior to the event, unless YCH agrees to a later date.
5. Acceptance of Facilities. User accepts the facilities/grounds as being clean and in good condition and agrees to terminate its use of the premises on termination of the period of use in the same condition as when received, reasonable wear and tear excepted.
6. Duty to Repair. User shall be financially responsible for the repair and replacement of all YCH property and grounds damaged by User's use. Repairs or replacement made shall be to the satisfaction of YCH. User's responsibility extends beyond that of any security deposit made by User.

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7. Waste; Quiet Conduct. User shall not permit any waste upon or to the facilities/grounds or engage in any activity that is unlawful or that constitutes a nuisance or disturbs the quiet enjoyment of employees, volunteers, contractors, or invitees of YCH. User shall not engage in nor permit any conduct or activity upon or in connection with the facilities/grounds that would increase the existing rate of insurance upon the premises of YCH and the facilities/grounds situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such facilities/grounds.
8. Decorations. Decorations are limited to table arrangements and self-standing arrangements only. Decorations nailed, taped, stapled, or tacked on the walls or ceilings are not permitted. No smoke or mist devices allowed.
9. Alterations; Construction. No alterations shall be made to the facilities/grounds without the written approval of the YCH Facilities/Maintenance Manager. Any alterations or additions shall be at the sole expense of User. Any additions to or alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to YCH.
10. Alcoholic Beverages. Alcoholic beverages are not permitted in the facilities, in the common areas, or grounds.
11. Lights and Exits. For safety purposes, all lights must be kept on and exits must be kept clear at all times during the event.
12. Loss or Damage. User accepts all responsibility for any loss or damages from any cause to items belonging to the User's representatives, guests, service providers, or any other entities that are part of the User's event, including charges to change locks for lost keys or charges incurred due to alarm system misuse or other breach of building security.
13. Insurance Requirement. User, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement insurance coverage in the amount of \$1,000,000 General and Public Liability Insurance for bodily injury and \$1,000,000 for property damage. The insurance policy shall name YCH, its officers, officials, employees, volunteers, and agents as additional insureds. In addition, the insurance policy shall bear an endorsement precluding cancellation, termination, or reduction in coverage except after thirty (30) days prior written notice to YCH of such action.

The user shall furnish YCH with copies of the original certificates and endorsements, including amendatory endorsements effecting coverage required by this clause. The endorsements must be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by YCH prior to the use of the facilities/grounds.

14. Indemnity. User shall defend, indemnify, and hold harmless YCH, its officers, officials, employees, volunteers, and agents from any and all claims, demands, liability, damages, costs or expenses (including but not limited to attorney fees) in law or equity arising out or connected with the use of the facilities/grounds

performed by User, his/her agents, volunteers, guests or invitees, except were caused by the negligence or willful misconduct of YCH.

15. Compliance with Laws. User shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. User shall defend YCH and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that User has violated any applicable law or regulation.
16. Waiver. The waiver by YCH or any of its officers, agents or employees or the failure of YCH or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.
17. Assignment. User shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement without the prior written consent of YCH.
18. Termination. This Agreement may be terminated by either party upon fifteen (15) days' advance written notice to the other party.
19. Notice. Except as otherwise provided in this Agreement, all notices shall made by personal service, first class mail, or facsimile addressed as follows:

**USER: Davis Unified School District, 526 B Street, Davis CA 95616 (530) 757-5300**

**YCH: Yolo County Housing, 147 W. Main Street, Woodland, CA 95695, Attention: Executive Director; facsimile number (530) 662-5429.**

Any party may change the address or facsimile number to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. Service of such notices shall be deemed complete on the date of receipt if personally served or served using facsimile machines, or on the fifth (5<sup>th</sup>) day following deposit in the United States mail if sent by first class mail.

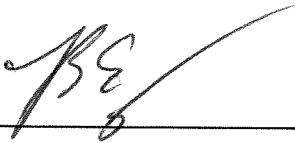
20. Public Records Act. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
21. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.
22. Amendment. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect.

23. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

USER:

YCH:



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User's Signature

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Lisa A. Baker, Chief Executive Director



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Print User Name