

AGREEMENT FOR USE OF THE PERFORMING ARTS CENTER AT CALABASAS HIGH SCHOOL

(City of Calabasas / Las Virgenes Unified School District)

THIS AGREEMENT ("Agreement") is entered into by and between the CITY of Calabasas, a municipal corporation (CITY), and Las Virgenes Unified School District (The District) a political subdivision of the State of California, with respect to the Performing Arts Education Center located at Calabasas High School.

1. FACILITY.

The District agrees to provide to the CITY use of the Performing Arts Education Center at Calabasas High School ("Facility") for the purpose of hosting events, conducting meetings, presentations and performances.

2. TERM OF AGREEMENT.

The term of this Agreement, during which time the CITY may make periodic use of the Facility as described below, shall commence on January 1, 2012, and expire on December 31, 2015 ("Term").

3. PAYMENT:

CITY agrees to pay \$180,000 ("Rental Fee") for the use of Facility for the Term within 60 days of the execution of this agreement. All payments shall be made payable to the "Las Virgenes Unified School District" and transmitted to the District at 4111 N. Las Virgenes Rd. Calabasas, CA 91302 Attn: Business Office

4. PERIODS AND TYPE OF USE.

In exchange for the Rental Fee, during the Term of this Agreement, the CITY may use Facility for thirty (30) days. Use of the Facility for any portion or portions of a calendar day shall constitute a single day for purposes of this provision. CITY agrees to complete and execute the applicable Facility Use Agreement for each use. Dates of use by CITY may not conflict or override any previously scheduled use by Calabasas High School, the District or existing facility use contract from a third party agency or organization. If the District receives a request for a commercial rental on a date already reserved by the City, the City will consider releasing and rescheduling their date if they have no confirmed event or specific use scheduled. Use of the facility does not include technical, support or custodial staff (includes but is not limited to ushers, parking, security, stage management, technical support, cleanup etc.). Such services would have to be paid for separately as required in the Facility Use Agreement for each use.

CITY may not assign their rights to a third party. The CITY further agrees that should any use by the CITY involve a profit making event for the CITY, any such profits will be split 50/50 between the District and the CITY.

5. CONDITION OF PREMISES.

DISTRICT represents that upon completion the Facility meets all building and fire code requirements and will be generally suitable for use as a theater. DISTRICT will maintain and repair the Facility as needed to meet minimum safety and fire standards during the Term. The CITY acknowledges that upon completion, it will have the option to inspect the Facility to insure said Facility is clean, and in satisfactory condition. The CITY agrees to keep the Facility and all property in the Facility in good order and condition and to repair or replace any portion of the Facility damaged by CITY, his or her guests, invitees, or any combination of them to its condition prior to the damage.

6. HOLD HARMLESS/INDEMNIFICATION.

Pursuant to Government Code § 895.4, the CITY agrees to defend, indemnify and save DISTRICT, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person or property caused by the acts of the CITY, its agents or employees in connection with the performance of this Agreement and the use of the Facility. The CITY shall also indemnify and defend DISTRICT from and against any and all claims against DISTRICT resulting from the use or occupancy of the Facility during the periods of the CITY's possession of the Facility, unless caused by the acts of DISTRICT.

Pursuant to Government Code § 895.4, DISTRICT agrees to defend, indemnify and save the CITY, its agents and employees, harmless from any and all liability, claims, damages, or injuries to any person caused by the acts of DISTRICT, its agents or employees in connection with the performance of this Agreement. DISTRICT shall also indemnify and defend the CITY from and against any and all claims against the CITY resulting from the use or occupancy of the Facility during the periods when the CITY is in possession of the Facility unless caused by the acts of the CITY.

These defense and indemnity agreements under this Section 7 of the Agreement shall survive the termination of this Agreement.

7. INSURANCE.

During the Term of this Agreement, each party shall carry and maintain insurance or self-insurance against the liabilities subject to defense and indemnity under Section 7 of this Agreement comparable to the insurance it maintains against liability arising from the use and occupancy of other property by that party. However, this promise to maintain insurance is independent of, and does not detract from, the parties' respective obligations under Section 7 of this Agreement.

8. ENTIRE AGREEMENT.

The Agreement shall constitute the entire agreement between the DISTRICT and the CITY with respect to the use of the Facility. No oral agreements have been entered into between the DISTRICT and the CITY and no modifications of this Agreement are valid unless made in writing and approved by the DISTRICT and the CITY. All notices provided under this Agreement must be made in writing.

9. GOVERNING LAW.

This Agreement is governed by the laws of the State of California.

10. STATUS OF EMPLOYEES.

In performing their obligations under this Agreement, the parties understand and agree that they are acting as independent contractors with respect to each other and that no relationship of partnership, joint venture, or employment is created by this Agreement. The parties and other persons, performing any services on behalf of any party under this Agreement, will have no claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any other kind.

11. CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT.

Each party certifies that the individual signing below on its behalf, has authority to execute this Agreement on its behalf, and may legally bind the party to the terms and conditions of this Agreement.

12. RECEIPT OF AGREEMENT.

The undersigned have read and understand this Agreement and hereby acknowledge receipt of a copy of this Agreement.

CITY

DISTRICT

CITY OF CALABASAS, a municipal corporation

By: _____
Name: _____
Its: _____

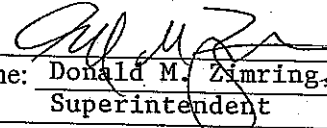
Date: _____, 2012

Approved as to form:

Michael G. Colantuono, City Attorney

Date:

Las Virgenes Unified School District, a political subdivision of the State of California

By: 
Name: Donald M. Zimring, Ph.D.
Its: Superintendent

Date: January 24, 2012