

NEWHALL SCHOOL DISTRICT

RENTAL AGREEMENT FOR DISTRICT PROPERTY

This RENTAL AGREEMENT made and entered into this 23rd day of June 2020, by and between the NEWHALL SCHOOL DISTRICT, hereinafter referred to as the Owner and the SANTA CLARITA FAMILY YMCA, hereinafter referred to as the User.

WITNESSETH:

- 1) The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the User, and upon the following terms and conditions, hereby grants to the User the use of those certain premises in the County of Los Angeles, State of California, more particularly described as follows:

Land for the placement of portable buildings at:

Meadows School
25577 North Fedala Road
Valencia, CA 91355

Wiley Canyon School
24240 La Glorita Circle
Newhall, CA 91321

- 2) Agreement is for the period of July 1, 2020 through June 30, 2021.
- 3) User shall be responsible for \$3,401.03 per month payable monthly in arrears for the above mentioned site use including utilities and/or custodial fees.
- 4) If any one of the following events shall occur: a) User shall fail to pay installment of rent or any other sums requiring to be paid by User where the same shall become due, and such default shall continue for a period of ten (10) days after written notice from Owner specifying such default: or b) User shall default in the performance of any obligations required to be performed by User (other than payment of rental or other sums payable to Owner) and such default shall continue for a period of thirty (30) days after written notice from Owner specifying such default (unless within said thirty (30) day period User shall commence steps for the curing of such default and shall thereafter use reasonable diligence in the curing thereof) then Owner may reenter and take possession of said premises or pursue any other remedy proved by law or equity.

- 5) Use of the facilities shall be limited to the User operated prior-to-and-after-school day care programs and User summer, holiday and vacation child care programs.
- 6) The program shall be operated as follows:

6:30 a.m. - until School Starts
From School Dismissal - 6:30 p.m.
- 7) User shall be responsible for the installation, removal and clean-up to prior condition of the property for all facilities it places for User's use on Owner's property.
- 8) User shall, at its own risk and expense, hold harmless the Owner, its officers, agents and employees from all claims on account of the condition of the premises. User shall indemnify for any liability arising out of any such claim. This shall not apply to claims caused by the sole or willful negligence of Owner.
- 9) User will name Owner as an also-insured under User's liability insurance policy in relation to the operation of the program, and shall provide Owner with a Certificate of Insurance. The amount of coverage shall be \$1,000,000.
- 10) User shall be totally responsible for the operation of the program and will provide separate telephone service for use in operating the User's program.
- 11) User will indemnify the Owner against any claims related to the use of HCD non-conforming buildings by providing a specific liability insurance policy that does not exclude earthquakes as a force majeure or as a non-covered event. If such a policy is not provided, Owner will attach signage to the buildings per the Division of the State Architect which shall read: "This building does not meet the earthquake safety requirements of the California State Building Code and shall not be entered by pupils and teachers during school operation for school purposes."
- 12) User shall accept registrations for its program in the following order of priority:
 - a) Children residing in the Newhall School District area of attendance.
 - b) Children residing in the Santa Clarita Valley.

- 13) User shall obtain necessary licensing to operate its program, and will follow all licensing provisions in terms of its operation.
- 14) User's staff shall be sensitive to and responsive to the needs of the respective schools' staffs and pupils, and shall schedule all activities in such a way as not to conflict with the Owner's primary function of educating its pupils.
- 15) User agrees not to commit, suffer or permit any waste on said premises, or any acts to be done thereon in violation of any law or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.
- 16) Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest of the User.
- 17) The Owner shall maintain the grounds (mow, edge, trim) around User facility at each location noted in item #1.
- 18) The Owner may terminate this agreement by giving thirty (30) days written notice to the User.

IN WITNESS WHEREOF, the Owner has executed this agreement, or caused it to be duly executed, and the User has caused this agreement to be executed on its behalf.

FOR THE NEWHALL SCHOOL DISTRICT;
APPROVED BY THE GOVERNING BOARD:

Sheri Staszewski
Assistant Superintendent, Business Services
Newhall School District

Date

Mark Dengler, EVP & COO
YMCA of Metropolitan Los Angeles

Date