

RC4150

(Please type or Print)

REQUEST FOR CONTRACT

(Including Grants and related Proposals)

District Cuyamaca Grossmont

Date 08/02/16

Initiator Kate Alder (TG)

Phone (619) 660-4605

Title Instructional Dean

Division/Department CTE

Site Contact Person Teresa Greenhalgh

Phone (619) 660-4675

New Contract No. C14416

New Proposal No.

New Master Fixed Form Agreement

Amend Contract No.

Renew Contract No.

Cancel Contract No.

CONTRACTOR: Skyline Wesleyan Church, Inc.

Address 11330 Campo Road

City/State/Zip La Mesa, CA 91941

Phone 619.660.5000 x5440

Fax

TIN/SSN Email: mfolduti@skylinechurch.org

Contact Merry Falduti

INCOME CONTRACT (Including Grants and Proposals)

SOURCE

- Grant Specify Participant Contract Education General Fund State Program Other

BUDGET EXPENSE DETAIL

Table with columns for budget amounts (1000-7000) and a Total row.

TOTAL

Total Object 1000-7000 Indirect Costs Total Contract cost District Match

Notes:

EXPENDITURE ONLY CONTRACT

IFAS ENCUMBRANCE No. n/a

CHECK ALL BOXES THAT APPLY AND ATTACH REQUIRED DOCUMENTS

- Construction Lease/Rental Maintenance Workshop/Seminar Fixed Form Master License Professional Service Other

CONTRACT INFORMATION

A. Contract Period: From 9/1/16 to 9/1/17 inclusive. B. Cost: \$ / Day Month Year Other Delivery: \$ Installation: \$ Total Cost for Contract Period: \$0.00 C. Invoiced: Monthly Quarterly Yearly Contract Period Other (specify) D. Budget Detail: Account # Account #

SPECIFIC DESCRIPTION, PURPOSE, AND JUSTIFICATION/BACKGROUND (Describe each in full; use separate sheet if needed.)

Agreement to use property located at 11330 Campo Road, La Mesa, CA 91941 parking lot as a child pickup point only during an emergency that would require the Child Development Center at Cuyamaca College to be evacuated.

Notes: Skyline Church has requested that this be a reciprocal agreement for their Child Care Center.

Fiscal Impact For Board Ratification Docket: No Fiscal Impact

APPROVALS

Initiator Date 8/4/16 Vice President/Executive Dean Date 8/9/16 President/Vice Chancellor Date 8/15/16 Business Office/Budget Date 8-12-16 Vice Chancellor-Business Services Date 8-30-16

FOR DISTRICT OFFICE USE ONLY:

Construction Projects Facilities Review/Approval Date Requires Certificate of Insurance Certificate Received Approved Ratified by Governing Board on: 10/18/2016

RS-8-16

SKYLINE CHURCH FACILITY USE CONTRACT
LICENSE AGREEMENT

Skyline Church exists for the purpose of glorifying God and making known the saving grace of his son, Jesus Christ.

Persons using any Skyline Church facility must be in agreement with Skyline's tenets of faith as spelled out in the bylaws of the Wesleyan Church Discipline. By subscribing to this contract, LICENSEE indicates LICENSEE'S agreement.

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between SKYLINE WESLEYAN CHURCH, INC, A California Non-profit Corporation, hereinafter referred to as "LICENSOR," whose address is: 11330 Campo Rd. La Mesa, CA 91941; and the person/entity described as LICENSEE in Section 1 (a) of this Agreement, hereinafter called "LICENSEE."

WHEREAS, LICENSOR owns property including a Family Center, Worship Center, Chapel, Gymnasium and reception areas ("Building"), in the County of San Diego; and

WHEREAS, LICENSEE desires to use area(s) in said Building(s).

NOW THEREFORE, AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:

1. License Information and Requirements:

(a) LICENSEE IS: Grossmont-Cuyamaca Community College District on behalf of Cuyamaca College
LICENSEE'S ADDRESS IS: 900 Rancho San Diego Parkway
El Cajon, CA 92019
LICENSEE'S TELEPHONE NUMBER: (619)660-4654
E-MAIL ADDRESS: sahar.abushaban@gcccd.edu

(b) Mandatory due dates:

LICENSE AGREEMENT MUST BE FULLY EXECUTED AND RETURNED TO LICENSOR WITH THE APPLICABLE DEPOSIT BY:

0
(Subject to Section 7 of this Agreement.)

* ALL CERTIFICATES OF INSURANCE ARE DUE BY: 9/1/2016
(Subject to Section 3 of this Agreement.)

SUGGESTED FACILITY USAGE FEE DONATION DUE BY: 0 (no later than 10 days prior to event)

(c) For the following use and no other purpose, LICENSOR does hereby grant to Licensee permission to use the following specified area(s) located at 11330 Campo Rd., La Mesa, CA 91941, on the dates, and at the rate for said use hereinafter set forth:

AREA: **Worship Center:** Auditorium Green Room Chapel Atrium Fountain The Study
 Family Lounge Welcome Garden/Patios Gym Locker Rooms Kitchen
Mezzanine: M-1 M-3 M-4 Other _____

Family Center: Student Center Lobby Outside Patios/Parking Get Real
 Room 408 Other 4th Floor Classrooms _____

PURPOSE: Parking lot as emergency pick-up point for child development students in case of campus evacuation.
AGREED UPON FACILITY USAGE FEE DONATION: \$ 0

SECURITY DEPOSIT: \$ 0 (Due upon execution of this License Agreement. Refundable if no additional fees incurred.)

- 9/1/2016 — 9/1/2017
only during an emergency that would require
evacuation of Child Development Center.
- (d) This License is granted for a period from _____ at _____ am/pm to _____ at _____ am/pm, provided LICENSOR reserves the right to terminate this License or withhold use of the Building at any time with or without cause hereinafter referred to as "License Period."

2. **Payment of Fees:**

Interest will not be paid, refunded or credited to LICENSEE on any deposit(s) required of LICENSEE. Non-refundable advance deposit(s) to be paid on the dates described in Section 1 of this Agreement.

Failure to make advance deposit(s) on time shall constitute immediate termination of this Agreement by LICENSEE.

Deposits will be credited against any damage or clean up costs.

3. **Insurance:** LICENSEE shall, at its sole cost and expense, procure and maintain through the term of this License, the following insurance or this Agreement becomes null and void:

- (a) LICENSEE shall carry and maintain during the entire term hereof, at Licensee's sole cost and expense, broad form comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) each occurrence, insuring against any and all liability of LICENSEE arising out of this Agreement, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) each accident.
- (b) All policies of insurance to be carried and maintained by LICENSEE hereunder shall be issued by companies having not less than Best's A+ rating and shall be issued in the name of LICENSEE. All such policies shall contain provision that LICENSOR is named as an additional insured, and it shall nevertheless be entitled to recovery under such policies for any loss, injury, or damage to LICENSOR and/or LICENSOR'S property, agents, servants, and employees by reason of the negligence of LICENSEE.

LICENSEE shall maintain with respect to each such policy or agreement evidence of such insurance coverage and endorsements as required by this Section of this Agreement. LICENSEE shall immediately deliver and at all times maintain with LICENSOR a certificate evidencing insurance coverage and endorsements in conformance with this Agreement.

LICENSEE agrees to provide all required certificates of insurance to LICENSOR as provided in 1(b). Failure to do so shall constitute immediate termination of this Agreement by LICENSEE.

This LICENSEE is expressly contingent upon LICENSOR'S insurance providers approving all certification of insurance submitted by LICENSEE.

The parties agree that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall obtain the written agreement on the part of each insurance company to notify LICENSOR at least thirty (30) days prior to cancellation or non-renewal of any such insurance. The policy and certificate of insurance shall not include any disclaimers or other qualifications to the effect that the issuing company will "... endeavor to mail..." written notice to the certificate holder or but the "... failure to mail such notice shall impose no obligation or liability of any kind upon the company..."

4. **Areas to be Licensed:** See 1 (c).

5. **Indemnification:** LICENSEE agrees that it will indemnify, defend and hold and save LICENSOR whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against LICENSOR, on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees, invitees or of any other person entering upon the Facilities licensed hereunder with the express or implied invitation or permission of LICENSEE, or when any such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or sue by LICENSEE, its agents, servants, employees, contractors, patrons, guests, licensees

or invitees of the Facilities licensed hereunder. Such indemnification of LICENSOR by LICENSEE shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of LICENSOR. LICENSEE covenants and agrees that in case LICENSOR shall be made a party to any litigation commenced by or against LICENSEE or relating to this License or to the Facilities licensed hereunder, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs incurred by or imposed upon LICENSOR by virtue of any such litigation. This indemnification shall survive the expiration or earlier termination of the LICENSEE granted herein.

6. **Policies, Rules and Regulations:** All the terms and provisions contained in the POLICIES, RULES AND REGULATIONS for LICENSOR are applicable to this License Agreement as follows:
- (a) Skyline Church is a smoke-free facility. Use of tobacco, marijuana, etc. is prohibited any where on the church property.
 - (b) The use of alcohol or illegal drugs is not permitted on church property.
 - (c) Profanity and offensive language is not permitted.
 - (d) Music must not contain explicit lyrics.
 - (e) Modest attire is required for all participants.
 - (f) Use of facility is restricted to those areas specifically named in this agreement.
 - (g) Non-caged animals are not permitted on church property unless proof of a Service Animal Certificate is provided.
 - (h) Skyline Church is not responsible to promote any non-Skyline event.
 - (i) Scotch tape, masking tape or other adhesives, pins or staples on any interior or exterior wall surfaces are not permitted unless otherwise authorized by Skyline personnel. When authorized, only museum putty or blue painter's tape may be used.

LICENSEE agrees that LICENSOR makes no representations or warranties as to the condition of the Building, which LICENSEE is entitle to use, and LICENSEE agrees to take such Building and facilities "AS IS." LICENSEE acknowledges that it shall be LICENSEE'S responsibility and obligation to assure that the Building and facilities are in proper and safe condition to be used for the purpose anticipated; and LICENSEE acknowledges that it shall be obligated to inspect such Building and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and persons.

7. **Binding Effect of License Agreements:** All terms and conditions of this License Agreement shall be binding upon the parties, their heirs, representatives and assignees and cannot be varied or waived by any oral representation or promise of any agent of, or other person representing the parties hereto unless the same be in writing and mutually signed by duly authorized agents of the parties who executed this License Agreement. This License Agreement must be signed and returned by the date established in Section 1 of this Agreement. Failure to comply will void the terms and conditions of the License Agreement. Any alteration of the terms of this Agreement in any manner will void the License Agreement.
8. **Attorney Fees:** Should any litigation be commenced between the parties to this License Agreement, concerning said Facilities, this License or the rights and duties of either in relation thereto, the party, LICENSOR or LICENSEE prevailing in such litigation shall be entitled in addition to such other relief as may be granted in the litigation, reasonable attorney fees and costs, which shall be determined by the Court in such litigation, or in a separate action brought for that purpose.
9. **Governing Law:** This License and all matters relating to this License shall be governed by the laws of the State of California in force at the time any need for interpretation of this License or any decision or holding concerning this License arises.
10. **Assignment:** This License is unique to LICENSOR and LICENSEE and may not be assigned by LICENSEE without the express written consent of LICENSOR first had and received.
11. **Time is of the Essence:** Time is expressly declared to be of essence in this License.

Please sign and return TWO COPIES of LICENSE Agreement for execution by the LICENSOR. An executed License Agreement will be returned to you for your files.

LICENSEE

By: Linda Bertolucci
Signature
Linda Bertolucci, Director, Purchasing & Contracts
Print Name

Dated: 8-30-16

LICENSOR

SKYLINE WESLEYAN CHURCH, INC.
A California Non-profit Corporation

By: Merry Falduti
Signature
Merry Falduti
Print Name

Dated: 8/22/2016

This document is the sole property of Skyline Wesleyan Church, Inc. This document becomes legal and binding upon the return of the original document to Skyline Wesleyan Church, Inc., with live signatures.