Los Angeles Unified School District
LICENSE AGREEMENT

PART I: BASIC LICENSE INFORMATION

1. SCHOOL Name: _______________  Tel. No._____________  Fax No._____________
Address: ___________________________________________________________________

2. LICENSEE: Name: _______________
Address: ___________________________________________________________________
Contact Name: ____________  Tel. No._____________  Fax No.:____________________

LICENSE AREA:

4. LICENSEE'S USE PERIOD:
DISTRICT SHALL HAVE THE RIGHT TO TERMINATE THIS LICENSE FOR ANY REASON UPON THIRTY (30) DAYS' WRITTEN NOTICE TO LICENSEE. Licensee may request the use of other facilities on additional days and times. Licensee shall submit a request in writing to this office, for any additional days and times, and District, in its sole and absolute discretion, may grant additional days and times of use. Fees for the additional dates of use will be assessed and shall be due payable upon ten (10) days of receipt of invoice. Licensee shall not be entitled to any reimbursement or other recourse for any loss or damages incurred as the result of the termination of this Agreement.

COMMENCEMENT DATE:  EXPIRATION DATE:
Licensee shall have four (4) one (1) year options, to extend the term of this Agreement on the terms and conditions that District and Licensee have agreed upon. If Licensee elects to exercise an option, Licensee shall provide written notice of its intention to exercise an option no later than one (1) month prior to the expiration of the current, existing term.

TIME OF USE:

PROPOSED USE:
Licensee at its sole cost and expense, shall be responsible to obtain any permit or approval to use the License Area for its identified proposed use.

5. LICENSE FEE: $________ per month, paid on the first day of each month of the Use Period except for the first month's fee which is due upon execution of this Agreement. Payment must be in the form of a PERSONAL, COMPANY OR CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER delivered to the address set forth in the Notices section below. The License Fee shall be paid without offset or reduction. Licensee shall pay a late fee of ten percent (10%) of the monthly License Fee for any License Fee that is not paid as required herein or not remitted within three (3) business days of Licensee's receipt of DISTRICT'S written notice of overdue and outstanding fees.

The charges for utilities, custodial, and supplies are an estimate based upon the use described in the application and the current rates incurred by District. District shall review the actual costs incurred for utilities, custodial, and supplies under this Agreement. If the actual cost incurred exceeds the estimate, District shall provide Licensee with written notice of the actual costs and within ten (10) days of Licensee's receipt of said written notice, Licensee shall pay the difference between the estimated charges and the actual costs.

6. LICENSEE'S INSURANCE: For the duration of the term, LICENSEE shall provide and maintain insurance in accordance with the current Insurance Requirements list provided by District. LICENSEE shall not be permitted to use the License Area until District has received and approved of LICENSEE'S insurance.
This Agreement is subject to immediate termination if the Licensee is unable to provide an insurance policy fully compliant with Risk Management and Insurance Services within five (5) business days of execution of this Agreement.

Licensee’s Initials: __________

7. NOTICES: All notices required by this Agreement shall be in writing and delivered to Licensee at the address set forth above and to District as follows:

Los Angeles Unified School District
Division of District Operations
Leasing & Space Utilization
333 South Beaudry Avenue, 1st Floor
Los Angeles, California 90017
Attn: District Property Administrator

Tel. No.: 213.241.6785 Fax: 213.241.6784

All notices shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, facsimile (upon electronic confirmation of good transmission by the sending telex operator and a hard copy deposited in the U.S. mail within one (1) day of transmission), or sent by U.S. registered or certified mail, return receipt requested, postage prepaid. District and Licensee agree that notices may be given hereunder by the parties’ respective legal counsel and that, if any communication is to be given hereunder by District’s or Licensee’s counsel, such counsel may communicate directly with all principals so long as a copy is provided to principals’ legal counsel. Notwithstanding any other provision, any notice required herein may be delivered by electronic mail or e-mail as the sole method of delivery or in addition to any other delivery method permitted herein.

THIS LICENSE AGREEMENT is made by and between District and Licensee, as respectively identified in Part I above.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PART II: PROVISIONS IN ADDITION TO PART I ABOVE.

8. Grant of License: District hereby grants to Licensee a nonexclusive license to use the License Area as set forth in Part I above and for no other purpose without the prior written consent of District, which consent may be withheld or conditioned in District’s sole and absolute discretion. Licensee agrees to only use the License Area in strict accordance with the terms and conditions set forth herein. Licensee understands that its use is secondary to District’s instructional program and no part of Licensee’s use shall disrupt District’s instructional program as determined by District in its sole discretion.

9. Conditions:

(a) As-Is Condition: Licensee accepts the License Area “AS-IS,” “WHERE-IS,” and “WITH ALL FAULTS” subject to all applicable zoning, municipal, county, and state laws, ordinances, and regulations governing and regulating the use of License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby. Licensee agrees that District shall not make any alterations, modifications, repairs, or improvements to the License Area at any time.

(b) Alterations, Additions, or Improvements: Licensee shall not make any alterations, additions, or improvements to the License Area during the term of this License Agreement. District discloses and Licensee understands that any alterations, modification, and improvements to the School may be subject to the approval of the Department of State Architect. Any alterations, additions, or improvements without the prior consent of District shall be construed as a breach of this Agreement. If Licensee makes any alterations, additions, or improvements to the License Area without the written consent of District, District shall have the right to restore the License Area to the condition the License Area were in immediately prior to Licensee’s occupancy, and Licensee agrees to reimburse District for
its costs incurred thereby within ten (10) days of Licensee’s receipt of District’s invoice. The exercise of District’s right to restore the License Area shall not excuse Licensee’s violation of this paragraph nor shall the exercise waive any other remedy available to District.

(c) Safe and Sanitary: Licensee, at its sole cost and expense, shall use the License Area in a safe and sanitary manner. The License Area is part of an operating school and damage, destruction, and excess trash and debris will affect the District’s ability to conduct the instructional program. Licensee shall report to District any deficiencies in maintenance or condition of the License Area. Licensee shall be responsible for and pay for any repairs or replacements or any damage to the License Area that may occur during the term hereof, that arises out of or in any way related to Licensee’s use of the License Area. Upon expiration of this Agreement, or on any earlier termination, Licensee shall surrender the License Area to District in the same condition as delivered to Licensee, ordinary wear and tear excepted.

(d) Comply with Law: Licensee shall comply at all times during its use and occupancy of the License Area with all ordinances, laws, and regulations affecting the use and occupancy thereof, including the maximum occupancy ordinance. Licensee shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall Licensee cause, maintain, or permit any nuisance in, on, or about the License Area.

(e) Signs and Posters: (Board Rule 1316 - Announcements of Meetings (Amended 10-1-90)) Any person or group granted a permit to hold a meeting on school premises may post a sign announcing such meeting in the place and manner designated by the principal; provided that such sign shall not be larger than 24 inches by 48 inches in perimeter dimensions. The sign shall not be posted more than two hours prior to the time of the meeting, and shall be removed immediately after the meeting.

(f) Food, Drinks, Tobacco, Liquor, Narcotics, Firearms and Drones. Licensee shall not allow food, candy, popcorn, drinks, or refreshments of any kind in the License Area without written permission by Licensor or Licensor’s site administrator. Licensee shall enforce no smoking in the License Area and prohibit the use of profane language, the use of tobacco products, the use of electronic smoking devices, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting, or other forms of gambling, or conducting a lottery. The possession and carrying of firearms and weapons of any kind on District property shall be prohibited, except for peace officers or other authorized law enforcement personnel, unless expressly authorized in writing in advance by Licensor, which authorization and any conditions thereto shall be in its sole and entire discretion, shall be considered on a case-by-case basis, and may be withheld for any reason or no reason whatsoever. The operation or drones of any kind in the airspace above the Licensor’s premises is generally prohibited.

(g) Use of Other Equipment; Classrooms: The fee paid by Licensee is for the use of License Area only and does not include the use of any equipment located therein unless specifically identified in Part I above. If this Agreement includes the use of District’s equipment, District does not guarantee the adequacy or the condition of any such equipment and Licensee agrees to accept the use of such equipment on an “as-is” and “where-is” basis and shall notify District of any damage or destruction of such equipment. Licensee shall reimburse District for the replacement value of such equipment if the damage or destruction of such equipment occurs during the term hereof and arises out of or is in any way related to Licensee’s use of the License Area. If any classrooms are used, Licensee shall supply the necessary supervision to ensure that they are left in the same condition as found. Licensee understands that: (1) the students’ and the teachers’ desks may not be disturbed; (2) school supplies may not be used or touched (including materials on the bulletin board); (3) written material found on chalkboards may not be erased; (4) furniture that is moved must be restored to its original location; (5) students may not be in a classroom without a supervising adult; and (6) students may not utilize any portion of the School that is not designated as part of the License Area, the area immediately surrounding the License Area, and those logical pathways for access to and from the License Area.

(h) Flammables: Licensee shall obtain the necessary permits from the City or County Fire Department prior to events utilizing fireworks, open flames, lighted candles, tents, canopies, overhangs, or sides and, upon request, shall provide a copy of said permits to District.
(i) **Emergency Access:** Emergency fire exit pathways shall be a continuous and unobstructed means of egress to a public way. Exit doors shall remain unlocked during all hours of operation.

(j) **Persons with Convictions:** Licensee shall not allow any person who has been convicted of any of the offenses set forth in the Education Code, Section 44010 and is under the direction or control of Licensee to enter upon the License Area. A plea or verdict of guilty shall be deemed a conviction, irrespective of a subsequent order under the provisions of Penal Code Section 1203.4.

(k) **Other Structures; Power Sources and Electrical Cables:** No structures may be erected or assembled on the License Area nor may any electrical, mechanical, or other equipment be brought thereon unless previously authorized in writing by District’s Office of Environmental Health & Safety. Electrical cords and cables shall be in good condition (not frayed). Any cord or cables lying across an aisle way shall be properly bundled and covered. They shall not lie across vehicle pathways.

(l) **Property Taxes/Assessments:** The property interest conveyed herein may be subject to real property, personal property or possessory interest taxation and/or assessment. In such event Licensee shall pay before delinquency all taxes or assessments which at any time may be levied by the State, County, City, or other tax or assessment levying body upon the License Area or due to Licensee’s occupancy and any improvement or fixture located hereon or, in the event DISTRICT receives notice of such assessment after the expiration or earlier termination of this Agreement, Licensee shall reimburse DISTRICT immediately upon receipt of written notice of the amount owed.

(m) **Operation of Child Care Facility.** Licensee shall not operate a Child Day Care Center on the License Area without the appropriate license(s), permit(s) and approval(s) required by the California Department of Social Services. Licensee agrees that if Licensee’s use qualifies as a Child Day Care Center at any time, Licensee shall immediately stop its activities until Licensee has obtained all necessary permits and approvals for the Child Day Care Center. If Licensee’s use of the License Area as described in Section I involves instruction and/or activities for children or youth, Licensee shall complete “Addendum A to Facility Use License,” which shall be attached hereto and incorporated as a part of this License.

(n) **Fingerprinting and Background Clearance.** If Licensee and its personnel, agents or volunteers will have more than limited contact with students, Licensee shall abide by the requirements of Education Code section 45125.1 and submit their fingerprints for background check and clearance in a manner authorized by the California Department of Justice.

(o) **Tuberculosis Testing.** Provider assures that its employees, Subcontractors and agents providing services to students are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students.

10. **Waiver; Indemnity:**

(a) District shall not be liable for and Licensee hereby waives all claims against District for damage to any property or injury, illness, or death of any person in, upon or about the License Area arising in any way due to, in connection with, or related to, directly or indirectly, the use of the License Area by Licensee, Licensee’s employees, agents, invitees, or contractors. District and Licensee hereby agree and acknowledge that the relationship between District and Licensee is solely a District/Licensee relationship and not a principal/agent relationship or any other relationship. Licensee is acting on its own behalf in using the License Area (for the purposes described herein or for any other purpose(s) that may occur) and is not operating as an agent of District or as part of District’s operations as a school district. The provisions of this Section 10(a) shall not apply to the extent that all or part of the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a breach of District’s obligations under this Agreement.

(b) To the fullest extent permitted by law, Licensee shall indemnify, defend, and protect District, its Board of Education, its officers, directors, other members, partners, employees, agents, and independent consultants (singularly, “Indemnified Party”; collectively, “Indemnified Parties”) and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses, and liabilities (including, without
limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from any
cause (i) in the use or occupancy by Licensee of the License Area, or (ii) any default by Licensee in the
observance or performance of any of the terms, covenants, or conditions of this Agreement on
Licensee's part to be observed or performed; (iii) the use or occupancy of the License Area by Licensee
or any person claiming by, through, or under Licensee, Licensee's employees, agents, contractors,
licensees, directors, officers, partners, trustees, visitors, or invitees, or any such person in, on, or about
the License Area either prior to, during, or after the expiration of the term of this Agreement (singularly,
"Liability"; collectively, "Liabilities"); and (iv) any claim by a third party that District is responsible for any
actions by Licensee in connection with any use or occupancy of the License Area or in any way related
to this Agreement. The provisions of this Section 10(b) shall not apply to the extent that all or part of
the Liabilities is due to the gross negligence or willful misconduct of the Indemnified Parties or due to a
breach of District's obligations under this Agreement.

Notwithstanding anything to the contrary set forth in this Section 10, District shall remain liable for any and all
losses, costs, damages, expenses, and liabilities (including, without limitation, court costs and reasonable
attorneys' fees) incurred in connection with or arising from any cause in the use or occupancy by District of
the License Area, including, without limiting the generality of the foregoing: (a) any default by District in the
observance or performance of any of the terms, covenants, or conditions of this Agreement on District's part
to be observed or performed; and (b) the use or occupancy of the License Area by District or any person
claiming by, through, or under District or District's employees, agents, contractors, directors, officers,
partners, trustees, visitors, or invitees, or any such person in, on, or about the License Area either prior to,
during, or after the expiration of the term of this Agreement.

The provisions of this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Hazardous Materials: Licensee shall not cause or permit any hazardous material, as defined below, to be
brought, kept, or used in or about the School by Licensee or its agents, employees, contractors, or invitees in
violation of said Environmental Laws. Licensee agrees to indemnify, defend (by counsel approved by
District), and hold District harmless from and against any and all claims, judgments, damages, penalties,
finances, costs, liabilities, and losses (including without limitation diminution in value of the School and sums paid
in settlement of claims, attorneys' fees, consultant fees, and experts' fees) which arise during or after the term
of this Agreement as a result of Licensee's breach of this provision. As used in this Agreement, the following
definitions shall apply: "Environmental Laws" shall mean all federal, state, and local laws, ordinances, court
orders and administrative directives, rules, and regulations now or hereafter in force, as amended from time to
time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental
conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water, or
groundwater.

The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Announcements: Licensee shall read or have read the following statement at the beginning of any meeting
or other activity which is open to the public held pursuant to this License Agreement: "Use of these school
premises has been granted pursuant to the provisions of Sections 17400, et seq., of the Education
Code of the State of California to Sterling Basketball from the Board of Education of the Los Angeles
Unified School District. The Board of Education does not sponsor or take responsibility, nor does it
necessarily endorse any of the activities, statements, or opinions which may be expressed at this
meeting or activity." Licensee shall include the above statement in any and all written material, statements,
flyers, publications, etc., relating to activities held in connection with this use. This statement must be in type
eight (8) points or larger. Licensee shall include this statement in connection with any audio or video
dissemination of information concerning the activities to be held pursuant to this License Agreement.

13. Security: District makes no representations or warranties regarding the safety or security of the License
Area. District shall not provide, supervise, or furnish personnel in connection with personal safety and
security of Licensee's employees, invitees, customers, or other persons within and about the License Area.

14. Assignment: Licensee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise
transfer or encumber all or any part of Licensee's interest in this Agreement or in the License Area.

As of February 17, 2017

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Licensee's Initials ___
Date ___
15. Default by Licensee: Each of the following shall be a material breach of this Agreement by Licensee:

(a) Licensee shall fail to make any payment owed by Licensee under this Agreement, as and when due, and where such failure is not cured within three (3) business days following receipt of written notice by Licensee from District; and

(b) Licensee shall fail to observe, keep or perform any of the terms, covenants, agreements, or conditions under this Agreement that Licensee is obligated to observe or perform, other than that described in subparagraph (a) above, for a period of five (5) days after notice to Licensee of said failure; provided, however, that if the nature of Licensee's default is such that more than five (5) days are reasonably required for its cure, then Licensee shall not be deemed to be in material breach of this Agreement if Licensee shall commence the cure of such default so specified within said five (5) day period and diligently prosecutes the same to completion, but in no event shall Licensee have a period longer than twenty (20) days to cure such default.

If a default shall be made under any provision of this Agreement, District may reenter the License Area, take possession thereof, and remove all persons therefrom.

If Licensee breaches any covenant, obligation, requirement, or condition set forth in this Agreement, so long as Licensee continues to occupy the License Area, in addition to any and all remedies available to District at law, Licensee hereby agrees that District shall have the right to file an unlawful detainer action to recover possession of the License Area pursuant to the California unlawful detainer statutory scheme, as amended from time to time, and Licensee hereby waives the right to object to District's use of the unlawful detainer procedure on the basis that its real property interest in the License Area is a license and not a lease.

16. Circumstances Beyond District Control: Licensee agrees that circumstances beyond the control of the DISTRICT such as, but not limited to, natural disasters, civil unrest, or damage or destruction to the License Area that prohibit or limit the use of the License Area shall cause this Agreement to automatically terminate unless the parties execute a written instrument agreeing to continue this Agreement in effect as modified. In the event this Agreement terminates pursuant to this provision, Licensee shall be entitled to a refund of that portion of the License Fee paid by Licensee applicable to the period that the License Area is not available for use by Licensee. LICENSEE SHALL NOT BE ENTITLED TO ANY REIMBURSEMENT OR OTHER RECONCILE FOR ANY LOSS OR DAMAGES INCURRED AS THE RESULT OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS PROVISION.

17. Severability; Section Headings: The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The section and paragraph headings in this Agreement are for the purpose of convenience and heading only, and the words contained therein shall in no way be held to explain, modify, or aid in the interpretation, construction, or meaning of the provisions hereof.


19. Entire Agreement: All prior understandings and agreements between the parties or other third parties are merged within this Agreement, including and incorporating the recitals contained hereinabove, which alone fully and completely sets forth the understanding of the parties.

20. Modification or Amendment: This Agreement may not be modified, amended, or terminated orally or in any manner other than by written agreement signed by the party against whom enforcement of such modification, amendment, or termination is sought.

21. Legal Actions: If either party named herein brings an action to enforce the provisions hereof or declares rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs. Notwithstanding anything to the contrary in this Agreement, District shall not be liable to Licensee for consequential damages incurred in connection with this Agreement, including, but not limited to, loss of profits or other revenue, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.
22. Absence of Waiver: No waiver by District or Licensee of any provision hereof shall be deemed to be waiver of any other provision hereof or of any subsequent breach by District or Licensee of the same or any other provision.

23. Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all of the remedies at law or in equity.

24. District's Right of Entry: District and District's agents shall have the right to enter upon the License Area at reasonable times for the purpose of inspecting same and in making such alterations, repairs, improvements, or additions to the License Area as District may deem necessary or desirable.

25. Facsimile, Electronic or E-Mail Transmission: Any executed copies of the License Agreement and all related documents may be executed and delivered by facsimile, electronic or e-mail transmission. The recipient of said transmission shall consider such delivery as delivery of the originally executed document. All parties to the License Agreement hereby warrant and represent that any document which they deliver by facsimile, electronic or e-mail transmission shall be a true and correct copy of the original document. All parties hereby agree that, when delivery of a document is effected by a facsimile, electronic or e-mail transmission, the transmitting party's signature to such a document shall be fully binding upon the transmitting party with the same force and effect as if the original document had been personally delivered.

26. Representations & Warranties:

(a) Licensee represents and warrants that Licensee's use of the License Area is a lawful activity and Licensee shall perform and conduct such use in accordance with all applicable laws, rules and regulations. Licensee shall obtain and maintain in full force and effect all licenses, permits or approvals required for the use. Copies of such licenses and permits shall be provided immediately to District upon request. Licensee shall notify District immediately of any suspension, termination, non-renewal or restriction of any required license or permit, and Licensee shall immediately terminate all use of the License Area. If License Area is being used for the operation of a Child Day Care Center, Licensee represents and warrants that Licensee has obtained and will maintain in full force all licenses or certificates required to operate the childcare program or waivers from such requirements.

(b) Each party, by their respective signatures below, represents to the other party that it has full power and authority to execute this Agreement and the Agreement shall be binding upon the parties hereto. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

This Agreement is issued in accordance with the provisions of the Education Code of the State of California.

[SIGNATURE PAGE Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth adjacent to their respective signatures.

DISTRICT:

Date: ________________

By: ____________________________
   Name: _________________________
   Title: __________________________

LICENSEE:

Date: ________________

By: ____________________________
   Name: _________________________
   Title: __________________________

LOS ANGELES UNIFIED SCHOOL DISTRICT,
a School district duly organized and existing under the laws of the State of California