

AGREEMENT

This Agreement ("Agreement") is entered into by and between the Santa Barbara Unified School District ("SBUSD") and Goleta Valley Girls Softball Association ("GVGSA"), (collectively, the "Parties"). The Parties agree that the effective date of this agreement is January 1, 2014. This Agreement is made with reference to the following facts:

- A. SBUSD is a political subdivision of the State of California.
- B. GVGSA is a California Corporation which operates a youth girls' softball league in Santa Barbara County.
- C. SBUSD is the owner of certain real property commonly known as Dos Pueblos High School, located at 7266 Alameda Avenue in Goleta, California ("DPHS.")
- D. In the late 1990's, GVGSA constructed four softball fields at DPHS (collectively, the "Softball Fields") and has since been using the Softball Fields for maintenance of a girls softball league.
- E. For purposes of this Agreement, the Softball Fields are comprised of two softball fields on the east end of the DPHS property (the "East Fields") and two fields on the west end of the DPHS property (the "West Fields").
- F. On or about February 5, 2009, the Santa Barbara High School District and GVGSA, entered into a written MOU ("MOU") for the purpose of memorializing their respective rights and obligations regarding the Softball Fields.
- G. In January of 2011, the Santa Barbara High School District was reorganized and made part of the SBUSD, which became the successor in interest to the MOU. On December 31, 2013, the MOU terminated by its own terms.
- H. SBUSD and GVGSA enter into this Agreement for the purpose of establishing their respective rights and obligations regarding the Softball Fields under the terms and conditions herein set forth below.

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the Parties agree as follows:

1. The term of this Agreement shall be for a period of five years, commencing on January 1, 2014, and terminating on December 31, 2018, unless sooner terminated as herein provided.
2. During the GVGSA season, and at other times as may be mutually agreed upon throughout the year, GVGSA teams, their coaches, and spectators will be permitted to utilize the Softball Fields for practices and games. District shall be responsible for maintaining and distributing a master schedule for use of the Softball Fields.

3. GVGSA shall not rent or sublet the Softball Fields to any other person or entity.

4. GVGSA agrees to abide by, and enforce, all District policies governing District property, including but not limited to prohibitions on the use of tobacco or alcohol by any persons on District property.

5. GVGSA will be responsible for routine maintenance of the East Fields, keeping them in a condition reasonably suitable for the game of softball. GVGSA shall not make any changes to the Softball Fields, including but not limited to the water systems, structures, walkways, spectator areas, and parking areas, without the written permission of the District. Use and maintenance of any buildings provided by GVGSA shall be the responsibility of GVGSA. GVGSA and the District will ensure that the facility is secure (locked gates) at the conclusion of each use.

6. GVGSA shall pay for one-eighth (1/8) of the District's reclaimed water bill for DPHS. If the amount of turf at DPHS is increased or decreased during the term of this Agreement, the portion of the reclaimed water bill to be paid by GVGSA shall be adjusted by mutual agreement. District shall invoice GVGSA on a monthly basis for these charges and payment by GVGSA shall be immediately due and payable upon receipt of such invoice.

7. Notwithstanding Paragraph 2, above, the West Fields shall be for the priority use of DPHS and the District. When not needed for District use, GVGSA may schedule GVGSA activities on the West Fields. However, activities other than GVGSA practices and league games, annual fundraising clinic, and annual all-star tournament will require a Civic Center Act use permit and fees paid in accordance with District policy (Board Policy and Administrative Regulation 1330).

8. The East Fields shall be for the priority use of GVGSA, and shall be used for GVGSA-sponsored activities only. When not needed for GVGSA use, District may schedule activities on the East Fields.

9. GVGSA shall have the duty to defend, indemnify and hold harmless the District from all claims, demands, damages, costs, expenses, judgments or liability, including reasonable attorneys' fees arising out of GVGSA-sponsored activities or resulting from intentional or negligent acts or omissions of GVGSA, its officers, employees or agents.

10. GVGSA, at its sole cost and expense, shall maintain comprehensive general liability insurance for the period covered by this Agreement in the amount of at least \$1,000,000 per occurrence combined single limit coverage. Such coverage shall include, but not be limited to, protection against claims arising from the activities contemplated under this Agreement. GVGSA shall furnish the District with a Certificate of Insurance which names the District as an additional insured.

11. Failure of either party to satisfy, observe or perform, any of the covenants, conditions, or reservations set forth herein shall constitute a material default under this Agreement.

12. This Agreement shall terminate upon the first to occur of the following:

- (A) At the expiration of the term as provided in Paragraph 1, above;
- (B) In the event of a material default as set forth in Paragraph 11, above, unless such material default is waived in writing; or
- (C) Upon giving written notice intent to terminate to the other party at least six months prior to the desired termination date of this Agreement.

13. Any notice to be given to either party under this Agreement shall be in writing and shall be served, either personally or by mail to the following:

GVGSA: Goleta Valley Girls Softball Association
P.O. Box 1286
Santa Barbara, CA 93116-1286

DISTRICT: Santa Barbara Unified School District
720 Santa Barbara St.
Santa Barbara, CA 93101

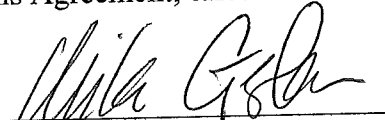
14. This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreements or writings between them concerning the subject matter contained herein.

15. Nothing contained in this Agreement shall be interpreted so as to create a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for the other.

16. This Agreement is subject to, and expressly conditioned upon approval by the Board of Education for SBUSD.

WHEREFORE, the Parties have executed this Agreement, effective as of January 1, 2014.

Date: 2/18/14



Mike Gerken
President, Goleta Valley Girls Softball
Association

Date: _____

Authorized Representative for the
Santa Barbara Unified School District