

SUBLEASE

This Sublease is entered into and effective this 19th day of November 2008, by and between the **Chabot-Las Positas Community College District**, 5020 Franklin Drive, Pleasanton, California 94588 (the “District”) and the **Livermore Area Recreation and Park District** (“LARPD”), 4444 East Avenue, Livermore, California 94550, a California Special District formed under the applicable sections of the California Public Resources Code (collectively, the “Parties”).

RECITALS

WHEREAS, LARPD is the lessee of that certain premises generally described as the Rock Gym, located at 2455 Railroad Avenue, Livermore, CA 94550, (the “Premises”) pursuant to the terms of that certain “Commercial Lease Agreement”, dated January 12, 2007, together with Addenda numbers 1 through 4, wherein the Grandfield Family Partnership is designated “Landlord” and/or “Lessor”, and LARPD is designated “Tenant” and/or “Lessee” (the “Master Lease”);

WHEREAS, the District wishes to Sublease from LARPD the Premises for purposes of conducting physical education classes offered to its students;

WHEREAS, subject to the terms and conditions of this Sublease and the Master Lease, LARPD is willing to provide to District access to and use of the Premises and related facilities in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. **Premises.** The premises shall constitute the Rock Gym located at 2455 Railroad Avenue, Livermore, CA 94550, for use as an instructional classroom including the Rock Wall facility, access to the two adjacent restrooms, and parking access as may be available.
2. **Term.** The term of this Sublease shall be from January 20, 2009 through May 28, 2009. The dates and times of permitted use hereunder shall be as follows:
 - a) The Premises shall be made available by LARPD for use by the District, its students and instructor(s) at the times and days of the week when the class designated, “PE RC-V01, CRN 32728”, Spring 2009 Semester, meets at its regularly scheduled time on Tuesdays and Thursdays during the term from 1:45 p.m. to 3:30 p.m. (to include fifteen (15) minutes prior to commencement of each class for access and setup, and for fifteen (15) minutes following termination of each class for cleanup and departure).
 - b) The number of students in attendance for any given class session during the Term shall not exceed thirty (30).

3. **Renewal.** This Sublease may be renewed on terms mutually agreed upon by the Parties.

4. **Rent.** The rent for the use of the Premises during the Term shall be Eighty Dollars (\$80.00) per student payable in advance; collection of the rent shall be the responsibility of the District, and it shall collect and pay over to LARPD the appropriate rent amount in advance of the commencement date for the classes; District shall provide to LARPD a certified copy of the class enrollment list for the class at the same time it shall make payment of the rent; LARPD shall have no obligation to refund or prorate any portion of the rent collected and paid to it hereunder.

5. **Use.** Use of the premises will be for the purpose of conducting a rock climbing class (Physical Education RC Rock Climbing) for enrolled Las Positas college students; the District shall provide appropriate and qualified instructors for conduct of the class.

6. **Contact Persons.**

District: Dr. J. Laurel Jones, Vice President, Academic Services, Las Positas College, Phone: (925) 424-1104, or, Mr. Robert Kratochvil, Vice President, Business Services, Las Positas College, phone: (925) 424-1630;

LARPD: Michael Nicholson, Director, Rock Gym Facility, LARPD, Phone: (925) 960-2400; (925) 382-3342 (cell phone).

7. **Master Lease.** LARPD is the “Tenant” and/or the “Lessee” of the Premises, and the Grandfield Family Partnership is the “Landlord” and/or the “Tenant” of the Premises pursuant to the terms of that certain “Commercial Lease Agreement”, dated January 12, 2007, including Addenda 1 through 3, and Addenda number 4, dated May 20, 2008, copies of which are attached hereto, marked Exhibit “A”, and incorporated herein by reference. It is agreed by the Parties to this Sublease that this Sublease is made subject to all the terms and conditions of the “Master Lease”.

8. **Conditions and Exclusions.**

a) The District agrees that at the conclusion of each class, it shall leave the Premises in a clean condition, or in the alternative, pay to LARPD a cleaning fee in an amount to be reasonably determined by LARPD;

b) The District agrees that LARPD is not responsible for damage or loss to vehicles parked in the parking lot or for loss or theft of valuables left on the Premises;

c) The District shall have sole responsibility for providing skilled and qualified instructors for the students who participate in the classes; provided however, the District understands and agrees that LARPD’s Rock Wall Manager, or his designated representative, shall have final authority over all matters affecting the use of the Rock Wall and the Premises;

d) The rental fee of Eighty Dollars (\$80.00) per student shall entitle each student to use of the facilities together with rental of equipment including shoes and climbing harness;

e) The District shall be responsible for insuring that all student participants are aware of and that they adhere to the “CSF Climbing Wall Rules and Policies” (attached hereto, marked Exhibit “B”, and incorporated herein by reference) when using the Rock Wall.

9. **Indemnification.** The District shall indemnify, defend and hold harmless LARPD, its directors, officers, employees, and agents from and reimburse LARPD for any and all payments, damages, losses (including, without limitation, death and injury) liabilities, costs and expenses (including, without limitation, reasonable attorneys fees and expert witness fees) incurred, suffered or paid by LARPD arising out of or related to, directly or indirectly, the District’s use of the Rock Gym facilities (the Premises) except to the extent caused by the negligence or willful misconduct of LARPD, its directors, officers, employees and agents.

10. **Insurance.** The District shall procure and maintain for the duration of this Sublease insurance against any claims for injuries to persons or property which may arise from or arise out of the use of the Rock Gym facility (the Premises) by the District, its agents, representatives, employees or subcontractors.

a.) Minimum Scope of Insurance:

i) Broad form comprehensive general liability insurance (occurrence form), in the amount of Five Million Dollars (\$5,000,000) (combined single limit per occurrence for bodily damage, personal injury and property damage);

ii) Automobile Liability: Two Million Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage;

iii) Workers Compensation Insurance: The minimum amount of workers compensation insurance shall be in accordance with California state law requirements.

b.) Deductibles and Self Insured Retentions. Any deductibles or self insured retention(s) must be declared to and approved by LARPD. At the option of LARPD, either: the insured shall reduce or eliminate such deductibles or self insured retentions as respects LARPD, its officers, its officials, employees and volunteers; or the District shall procure a bond guarantying payment of losses and related investigations, claiming administration and defense expenses.

c.) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(i) General Liability and Auto Liability Coverages. LARPD and the Grandfield Family Partnership their officers, officials, employees and volunteers shall be covered as additional named insureds as respects liability arising out of activities performed by or on behalf of the District,

premises owned, occupied or used by the District, or automobiles owned, leased, hired or borrowed by the District. The coverage shall contain no special limitations on the scope of protection afforded to LARPD and the Grandfield Family Partnership, their officers, officials, employees or volunteers.

ii) The District's insurance coverage shall be primary insurance as respects LARPD and the Grandfield Family Partnership, their officers, officials, employees or volunteers. Any insurance or self insurance maintained by LARPD and the Grandfield Family Partnership, their officers, officials, employees or volunteers shall be excess of the District's insurance and shall not contribute with it.

iii) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to LARPD and the Grandfield Family Partnership, their officers, officials, employees or volunteers.

iv) The District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

iv) Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after ten (10) days prior written notice by certified mail, return receipt required has been given to LARPD and the Grandfield Family Partnership.

v) Acceptability of Insureds. Any insurance required pursuant to this Sublease is to be placed with insurers with a Bests rating of not less than A:7.

vi) Verification of Coverage. District shall furnish to LARPD certificates of insurance and with original endorsements effecting the coverage required by this paragraph. The certificates and endorsements of each insurance policy shall be signed by a person authorized by that insured to bind coverages on its behalf. All certificates and endorsements are to be received and approved by LARPD prior to occupancy of the premises. LARPD reserves the right to require complete, certified copies of all required insurance policies at any time.

10. **Termination**. This agreement may be terminated by either party on given one hundred and twenty (120) days notice in writing to the other party by registered or certified mail at the address herein above set forth. Such termination shall not take effect, however, with respect to students already enrolled until such students have completed the current period of instruction.

11. **Acceptance of Provisions, Terms and Conditions**. The parties hereto have caused this Sublease to be executed by their duly authorized officers effective the day and year first mentioned above.

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT:

Dated: _____

By: _____

Lorenzo Legaspi, Vice Chancellor of
Business Services, Chabot-Las Positas
Community College District

LARPD:

Dated _____

By: _____
Timothy J. Barry, General Manager,
LARPD

The Landlord and/or Lessor under the Master Lease, hereby approves and consents to the
Sublease of the Premises pursuant to the terms set forth above:

GRANDFIELD FAMILY PARTNERSHIP:

Dated: _____

By: _____
Kim S. Grandfield, Partner