

Pleasanton Senior Center

Activity Space Use Agreement

Attachment A Rules and Regulations

Agency/Organization Name <u>CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT</u>, herein referred to as "Operator," and the City of Pleasanton, herein referred to as "City," enter into this date of month <u>July</u>, year <u>2009</u> in the City of Pleasanton, County of Alameda, this Activity Space Use Agreement for the use of space in the Pleasanton Senior Center for:

Name of Activity

I

Provide older adult classes as part of the Las Positas Quest Program

City grants to Operator, and Operator accepts from City, a nonexclusive right to use an activity space in the Pleasanton Senior Center, located at 5353 Sunol Boulevard, Pleasanton, California ("the facility"), upon the terms and conditions herein set forth.

- 1. Facility areas to be used shall be restricted to those stated on the attached Activity Space Use Agreement. Other rooms in the facility may be used by special arrangements with Senior Center staff. Note: all activity areas are multi-use, shared areas.
 - The terms of this agreement are limited to the inclusive dates and times specified on the attached Activity Space Use Agreement. Use is limited to days/times available during the normal operational hours of the Pleasanton Senior Center Program. City holidays and functions will preclude Operator use of the facility.
- 2. Operator's use of furnishings shall be limited to a reasonable number of chairs and tables provided in the specific space requested.
- 3. Operator shall provide an authorized staff person at the facility during all hours of its occupancy to provide supervision and control of its scheduled activity. The name and telephone number of the staff person(s), and volunteers, will be provided to the City.
- 4. Operator shall be responsible to leave the space clean and furnishings arranged as directed by the on-site staff.
- 5. Operator shall designate a staff member to attend monthly Pleasanton Senior Center Management meetings, to represent Operator in the decision of all program areas related to the Senior Center.
- 6. Operator shall acknowledge the City of Pleasanton and the Pleasanton Senior Center in all program promotional materials marketing the Operator's services/activities at the Senior Center.
- 7. Operator shall reimburse the City for any and all costs resulting from Operator's damage to the facility or furnishings, when such damage or loss was caused by, or resulted from use of the premises, by Operator.
- 8. During the entire term of this Agreement, Operator shall keep in full force and effect a policy or policies of insurance with limits of at least \$500,000.00 per occurrence for any and all bodily injury damage claims and at least \$10,000.00 per occurrence for any all property damage resulting from Operator's use of the facility. Operator shall provide City with a Certificate of Insurance naming the City, its elective and appointive boards, commissions, officers, agents, employees, and volunteers as additional insureds and evidencing the above-specified coverages. City may terminate this agreement at any time if Operator fails to keep such policy in effect or fails to provide evidence of such coverage upon request. Operator shall also provide City evidence that all employees are covered by workers' compensation insurance.
- 9. Operator shall notify the City, in writing, of any changes to the attached Activity Space Use Agreement regarding, dates, times or omissions no less than 10 working days prior to the proposed change(s). The City will notify the Operator in writing of any changes to the Agreement no less than 10 days prior to the proposed change(s).

have read and agree to the terms stated herein.			
Ü	Agency Organization Representative	Date	***************************************
	Printed Name/Title		



Pleasanton Senior Center

Activity Space Use Agreement 5353 Sunol Boulevard, Pleasanton, CA 94566 – Phone (925) 931-5365

Main Hall (total Meeting Room Kitchen Conference Roo		Main Hall - West Side Only X Main Hall - East Side Only Classroom Arts/Crafts Room X Adult Day Room Card Room Other		
Applicant Agency		Chabot-Las Positas Community College District		
Contact Nam	e and Title	Lorenzo Legaspi, Vice Chancellor of Business Services		
Address		3000 Campus Hill Drive		
City		Livermore, CA 94551-9797		
Phone		(925) 424-1275 Email:		
Type of Activity		Provide older adult classes as part of the Las Positas C)uest Program	
Dates of Use (Inc.	lusive)			
From	,	Day 1 Year 2009 to Month June Day 30	Year 2010	
Day of Use				
Weekly:	Monday X	Tuesday \underline{X} Wednesday \underline{X} Thursday \underline{X} Friday \underline{X}		
Monthly:	First Week On: Monday	Second Week Third Week Fourth Week Tuesday Wednesday Thursday Friday		
Quarterly:	Month Day	of Week Date (s)		
Time of Use		(Please see attached schedule.)		
Will there be a fee co If yes, please explain the administrative costs.			o cover their	
to comply with the Rules facility as scheduled in the for any damage sustained harmless the City of Plea said facility. Evidence of	and Regulations (ne application of the d by the facility, equal santon from any a f this Hold Harmle	ate. I certify that I have read the Rules and Regulations pertaining Attachment A). I further agree to be personally responsible for interpretation of the City. I, or organization, through meanipment, or furniture during use of the facility and further agree to ad all liability for damage or injury to person or property of the unsex Agreement shall be provided through a Certificate of Liability I ecial facilities insurance purchased through the City of Pleasanton	forming those using the agrees to be responsible release and hold dersigned due to use of nsurance from any	
Signature of Representat	ive	Organization	Date	
For Office Use Only	100-740 NO DOT 100-100 And find mat mak have seen over over over over over			
Date		Authorized Signature		
Insurance Certificate Att	ached	Insurance Carrier	Date	