

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
5020 Franklin Drive
Pleasanton, CA 94588

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

This agreement, by and between the Chabot-Las Positas Community College District, located at 5020 Franklin Drive, Pleasanton, CA 94558 (the District) and Tri-Valley Community Television, (Contractor), located at 4663 Bernal Ave., Suite B, Pleasanton Ca, commences February 17, 2010 and will expire on May 18, 2010:

- A. The District wishes to secure additional facilities for the studio (lab) portion of Mass Communications 33A, *Introduction to Television Studio Operations*, to be offered as part of the Mass Communications curriculum of Las Positas College;
- B. The Contractor has available such facilities to meet the requirements of the Mass Communications curriculum for this course.

SPECIFICATIONS

Use Defined: the District wishes to use, and Contractor agrees to allow said use of their studio located at 4663 Bernal Ave, Suite B, Pleasanton, Ca. for the purpose of conducting the studio/lab portion of MSCM 33A, *Introduction to Television Studio Operations*, CRN 32678 for Las Positas College students.

Class Times/Dates:

Mondays 3:00-5:00 pm – beginning February 17, 2010 and ending May 17, 2010 (studio/laboratory portion of class only).

Class Size: Limited to a maximum of 25 students

Contact: Dr. J. Laurel Jones, Vice President, Academic Services, Las Positas College
925.424.1104 OR
Mr. Robert Kratochvil, Vice President, Business Services, Las Positas College
925.424.1630

SECTION 1: GENERAL CONDITIONS

It is mutually agreed that the District and the Contractor agree to the use of said facilities in accordance with following conditions:

1. Contractor will make available to the District specifically, the TVCTV studio for use as an instructional classroom—the studio itself, restrooms, and parking privileges.
 - a. District agrees to leave facilities and grounds in a clean condition or pay a cleaning fee.
 - b. District agrees and understands that Contractor is NOT responsible for damage or loss to vehicles parking in parking lots or valuables left on the premises.

2. District shall be solely responsible for the *instruction* of the students at all times during which MSCM 33A is scheduled at Contractor's facility.
3. District understands and agrees that Contractor's Executive Director (or her designee) has final authority over all matters affecting the studio.
4. Contractor will make facilities available to the District at no charge. Any damages to the facility caused by students or instructors will be billed to the District.
5. District agrees to ensure that all participants are aware of and adhere to the TVCTV rules and regulations (attached) when using the studio (and other pertinent spaces necessary for use of the studio).

SECTION 2: INSURANCE AND INDEMNIFICATION

1. The Contractor shall indemnify, hold harmless and defend the District and its employees, students, agents and representatives from any acts of the Contractor where liability exists by reason of the acts or omissions of the Contractor, its employees, agents and representatives. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this agreement.
2. The District shall indemnify, hold harmless and defend the Contractor and its employees, agents and representatives from any acts of the District wherein liability exists by reasons of the acts or omissions of the District, its employees, students, agents and representatives. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this agreement.
3. In the event of any claims for damages which may arise out of this agreement, liability for same shall be determined as follows:
 - a. Any claims of the Contractor, its agents or employees, shall be the liability of the Contractor. Contractor's insurance shall be considered primary and the District's insurance shall be considered excess.
 - b. Any claims involving the District, its students, faculty, agents or employees, except claims covered by workers' compensation, shall be the liability of the District. District's insurance shall be considered primary and Contractor's insurance shall be considered excess.
4. The District shall provide a certificate of insurance under its comprehensive general liability insurance policy, naming the Contractor as additional insured and specifying this insurance shall not be changed or canceled without ten (10) days prior notice to the Contractor.

SECTION 3: TERMS OF AGREEMENT

1. Terms of this agreement shall be in full force and effective for the Spring 2010 academic semester, February 17, 2010 through May 18, 2010.

2. By mutual agreement the terms may be renewed for an additional semester or one-year period.
3. This agreement may be terminated by either party upon giving one hundred and twenty (120) days notice in writing to the other party by registered or certified mail at the address here in above set forth below. Such termination shall not take effect, however, with respect to students already enrolled until such students have completed the current period of instruction.

SECTION 4: NON-ASSIGNABILITY

District shall not assign, sublet or transfer this agreement or any interest or obligation therein without the prior written consent of TVCTV and then only upon such terms and conditions as TVCTV may set forth in writing.

SECTION 5: CONTRACTOR STATUS

In the performance of the obligations set forth in this agreement, Contractor shall have the status of an independent contractor and shall not be considered to be an employee of the District for any purpose. All persons working for or under the direction of the District are its agents, servants and employees and are not agents, servants or employees of Contractor.

SECTION 6: NOTICES

All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Contractor: Melissa Tench-Stevens
 Executive Director
 Tri-Valley Community Television
 4663 Bernal Ave., Suite B
 Pleasanton, Ca. 94566

To District: _____


 Chabot-Las Positas Community College
 5020 Franklin Drive
 Pleasanton, Ca. 94558

ACCEPTANCE OF PROVISIONS, TERMS, AND CONDITIONS

These parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first mentioned.

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

Date



Melissa Tench-Stevens, Executive Director
Tri-Valley Community Television (Contractor)

1-12-10

Date