

## **CITY OF CLEARLAKE**

### **FACILITY USE AGREEMENT FOR TAYLOR ELISE WHITE**

THIS AGREEMENT, made and entered into **July 1, 2025** by and between the CITY OF CLEARLAKE, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY") and TAYLOR ELISE WHITE, (hereinafter referred to as "ORGANIZATION").

#### **RECITALS:**

- A. It Is the CITY's desire to serve the public interest of the community by facilitating a program of organized youth and adult sports and activities; and
- B. ORGANIZATION possesses the skills, knowledge, and certifications required to instruct the public in Zumba dance activities.
- C. In consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

#### **I. TERM OF AGREEMENT**

The CITY grants ORGANIZATION the right to use CLEARLAKE YOUTH CENTER (hereinafter "Subject Facility"), for a period of time, commencing July 1, 2025 and continuing until terminated by either party pursuant to Section XIII. Use of the Subject Facility is limited to no more than two days per week, Tuesday evenings and Thursday evenings. In consideration for use of the Subject Facility, ORGANIZATION will pay a facility use fee of \$150 (One Hundred and Fifty Dollars) per month to be paid on the first day of each month of this agreement.

#### **II. USE OF FACILITY**

The ORGANIZATION shall have the non-exclusive right to use the Subject Facility. ORGANIZATION's right to use the Subject Facility will begin on the above stated date and upon submission of the following to the CITY:

- A. Master calendar of events.
- B. Insurance documents in conformance with the requirements set forth in Exhibit A.

The above requested documents must be submitted at least two weeks prior to use. If the documents are not submitted, the CITY may withhold use of the Subject Facility.

### **III. RESPONSIBILITY FOR ACTIVITIES**

The ORGANIZATION shall provide the personnel necessary to supervise and conduct the activities as set forth in this Agreement at the Subject Facility and shall furnish and supply any and all equipment and material, which may be necessary for such activities conducted at the Subject Facility.

### **IV. RESPONSIBILITY FOR SAID ACTIVITIES**

- A. ORGANIZATION agrees to observe all rules and regulations as set forth in this Agreement.
- B. Modifications to Park Fields and Facilities - The removal, alteration, painting or addition to any facility or grounds, and construction of any kind to existing structures must be approved by CITY. This will include any proposed changes altering design or appearance of the existing landscape of demised premises. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the CITY. Any requests to modify or improve park fields and facilities shall be submitted for approval to the Administrative Services Department, at least sixty (60) days prior to the date of any proposed changes.
- C. ORGANIZATION agrees to erect no fences or advertising matter of any kind on CITY grounds without prior approval by the Administrative Services Department (and applicable department).
- D. Any damages to the Subject Facility or appurtenant CITY facilities caused by ORGANIZATION or its use of the Subject Facility, will be the ORGANIZATION's responsibility to replace or repair. In the event ORGANIZATION fails or refuses to replace or repair damage, CITY may cause such replacement and/or repair to be undertaken and ORGANIZATION agrees to reimburse CITY for the costs incurred to do so.
- E. All alarm codes and keys must not be shared with any individual outside of the ORGANIZATION or CITY and locks must not be replaced by any other lock.
- F. ORGANIZATION is responsible for cleaning areas used, including any trash produced by ORGANIZATION.
- G. ORGANIZATION is responsible for controlling their participants and parents while using the Subject Facility.
- H. Any violation of this Agreement by ORGANIZATION and/or any activity run by ORGANIZATION using the Subject Facility shall lose their privilege and use of the Subject Facility.

**V. LEGAL RESPONSIBILITIES**

The ORGANIZATION shall keep itself informed of City, State and Federal Laws, ordinances and regulations, which in any manner affect the performance of its activities pursuant to this Agreement. The ORGANIZATION shall at all times observe and comply with all such laws, ordinances and regulations. Neither the CITY, nor its officers, volunteers, attorneys, agents or employees shall be liable at law or in equity as a result of the ORGANIZATION's failure to comply with this section.

**VI. USE OF PREMISES**

- A. The Subject Facility shall be used only for those events as set forth in Paragraph 2 above. ORGANIZATION shall not permit the Subject Facility or any part thereof to be used for:
  - a. The conduct of any offensive, noisy or dangerous activity.
  - b. The creation or maintenance of a public nuisance.
  - c. Anything which fails to comply with public regulations or rules of any public authority at any time, applicable to the Subject Facility.
  - d. Any purpose or in any manner which will obstruct, interfere with or infringe upon the rights of the residents of adjoining properties.

**VII. EXCLUSIVE RIGHT**

This Agreement does not give the ORGANIZATION any right to the exclusive use of the Subject Facility, restrooms, or any other public facility. ORGANIZATION agrees that the rights herein granted shall not be assigned to or transferable to any persons, teams, or leagues.

**VIII. MAINTENANCE**

- A. ORGANIZATION shall be responsible for all damages or injury to property or equipment caused by the ORGANIZATION, its agents, employees, volunteers, participants and/or any other individual at the Subject Facility during ORGANIZATION's use of the Subject Facility.
- B. ORGANIZATION is responsible for the facility being free of trash and/or debris caused by group usage upon conclusion of each day's use.
- C. ORGANIZATION is required to report any damage to persons or property or acts of vandalism to the CITY immediately.

**IX. INSPECTION**

- A. ORGANIZATION shall inspect the Subject Facility prior to each use by ORGANIZATION to ensure that it is free from any defects and/or hazards that may pose a danger to participants, spectators and/or any other person

who is at the Subject Facility as part of the ORGANIZATION's use of the Subject Facility. ORGANIZATION shall immediately notify CITY of any defect or hazard identified so that the CITY has sufficient time to warn of the defect or hazard and/or remediate the defect or hazard prior to ORGANIZATION's use of the Subject Facility. ORGANIZATION agrees that should it fail to conduct any such inspection and/or fail to timely notify CITY of any defect or hazard identified, ORGANIZATION shall be solely responsible for any damage or injury, whether to persons or property, arising from the defect or hazard.

- B. CITY shall have the right to enter the Subject Facility utilized hereunder as needed. However, CITY's exercise of the right to enter shall not create any duty on the part of the CITY to inspect the Subject Facility for defects or hazards under Section A herein.

**X. IMPROVEMENTS**

The removal, alteration, or addition to any facility or grounds and construction of any kind to existing structures must be approved and performed by the CITY. This shall include any proposed changes that would alter the design or appearance of the existing landscape of the Subject Facility. No trees, shrubs, or ground covers shall be planted, trimmed or removed without written consent from the CITY.

Furthermore, all requests for removal, alteration, or addition to any facility or grounds or for construction and painting of any kind to existing structures must be submitted to the CITY for consideration and review at least sixty (60) days prior to the date any proposed change(s) is needed.

Assistance by the ORGANIZATION, its agents, employees, or its participants with any such removal, alteration, addition, painting or construction shall be solely at the discretion and with prior written consent of the CITY.

Nothing in this section shall be interpreted as prohibiting the normal maintenance of the facility by the ORGANIZATION as necessary.

**XI. TITLE TO IMPROVEMENTS**

All alterations and additions to the Subject Facility or surrounding grounds and all construction of any kind to existing structures of the Subject Facility shall become the property of the CITY. Nothing contained in this paragraph shall authorize the ORGANIZATION to make or place any alterations, changes or improvements on the Subject Facility without the prior written consent of the CITY.

**XII. SIGNS**

Except as specifically set forth herein, no signs shall be erected on the Subject Facility unless written approval is obtained from the CITY. Such a request for approval shall be directed to the Administrative Services Director.

**XIII. TERMINATION OF THIS AGREEMENT**

ORGANIZATION or CITY may, at any time, terminate this Agreement by serving on the other party such written termination at least fifteen (15) days In advance of the effective date of such termination.

**XIV. NOTICE**

A. All notices respecting this Agreement shall be served by certified mail, postage prepaid, addressed as follows:

B. To CITY/TOWN: City of Clearlake  
14050 Olympic Drive  
Clearlake, CA 95422  
Attention: Administrative Services Director

C. To ORGANIZATION: Taylor Elise White  
Address on file

Notice shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service.

**XV. ATTORNEYS FEES**

Should any litigation or other legal action be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, in addition to any other relief to which the party may be entitled in law or equity, the prevailing party in such litigation or legal action shall be entitled to recover costs of suit and reasonable attorney's fees.

**XVI. GOVERNING LAW**

This Agreement will be governed by and constructed In accordance with the laws of the State of California.

**XVII. ASSIGNMENT**

Neither this Agreement nor any duties, rights or obligations under this Agreement may be assigned by ORGANIZATION, either voluntarily or by operation of law without the express written consent of the CITY.

**XVIII. INSURANCE**

ORGANIZATION shall maintain insurance in conformance with the requirements set forth in Exhibit A. ORGANIZATION will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, ORGANIZATION agrees to amend, supplement or endorse the existing coverage to do so.

ORGANIZATION acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to ORGANIZATION in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

**XIV. INDEMNIFICATION**

ORGANIZATION shall indemnify, defend, and hold harmless CITY, its officials, officers, employees, volunteers and agents from and against any and all liability, claims, allegations, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, economic loss, death, personal injury, property damage, loss of use, or property loss. The ORGANIZATION's obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of ORGANIZATION, its officers, employees, agents, participants, representative or Organizations. It is further agreed, ORGANIZATION's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent active or passive negligence on the part of CITY, its officials, officers, employees, volunteers and agents except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents relating to ORGANIZATION's use of the Subject Facility under this Agreement. In the event the CITY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by CITY, ORGANIZATION shall have an immediate duty to defend the CITY at ORGANIZATION's cost or at CITY's option, to reimburse CITY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

**XX. INDEPENDENT CONTRACTOR**

Volunteer administrators, volunteer coaches, parents, contractors, employees and/or officers and directors of the ORGANIZATION shall not be deemed to be employees or agents of the CITY as a result of the performance of this Agreement.

**XXI. ENTIRE AGREEMENT OF THE PARTIES**

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the use of the Subject Facility by ORGANIZATION and contains all of the covenants and conditions between the parties with respect to the use of the Subject Facility. Each party to this Agreement acknowledges that no representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement has been made by the parties. Modification of this Agreement can only be made in writing, signed by both parties to this Agreement.

ORGANIZATION: Taylor Elise White

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City of Clearlake:

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City Manager

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS**

ORGANIZATION shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ORGANIZATION, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if ORGANIZATION has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if ORGANIZATION provides written verification it has no employees)

If the ORGANIZATION maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the ORGANIZATION. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions: The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the ORGANIZATION including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ORGANIZATION's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### **Primary Coverage**

For any claims related to this contract, the ORGANIZATION's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its



officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the ORGANIZATION's insurance and shall not contribute with it.

#### **Notice of Cancellation**

ORGANIZATION shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, ORGANIZATION shall forthwith obtain and submit proof of substitute insurance.

#### **Waiver of Subrogation**

ORGANIZATION hereby grants to CITY a waiver of any right to subrogation which any insurer of said ORGANIZATION may acquire against the CITY by virtue of the payment of any loss under such insurance. ORGANIZATION agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Contractor, its employees, agents and subcontractors.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the CITY. The CITY may require the ORGANIZATION to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

#### **Verification of Coverage**

ORGANIZATION shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the ORGANIZATION's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **Subcontractors**

ORGANIZATION shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ORGANIZATION shall ensure that CITY is an additional insured on insurance required from subcontractors.

#### **Special Risks or Circumstances**

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.