

**AGREEMENT BETWEEN THE
OAK PARK UNIFIED SCHOOL DISTRICT
AND THE
WESTLAKE AGOURA GIRLS SOFTBALL ASSOCIATION**

This Agreement is made between the Oak Park Unified School District (OPUSD) and the Westlake Agoura Girls Softball Association (WAGS) on the date of March 1, 2015. This Agreement will last for five years ending January 1, 2020.

1. Use of Facility

- a. WAGS will have the use of Oak View High School (OVHS) and Oak Park Independent Schools (OPIS) softball field year round. Specified times not to interfere with OVHS/OPIS graduation, Back to School Night, Open House and regular school hours Monday through Friday, 8:00 am – 3:00 pm.
- b. WAGS will pay for a five-foot homerun fence with black mesh (Per OPUSD specifications) OPIS/OVHS logos, WAGS logo and yellow casing on top. WAGS will pay \$20,000 towards the cost of the fence. Any money leftover from the fence will be allocated to the OPUSD. The \$20,000 will be paid in full on March 1, 2015.
- c. In the event that OPUSD wishes to rent out the facility during WAGS specified times to a third party, OPUSD must receive permission from WAGS. Use of The Facility by outside groups is governed by the Civic Center Act as well as any Rules and Regulations promulgated by OPUSD.

2. Conditions of Use

- a. One OVHS gate key and bathroom key will be given to the WAGS Commissioner. He/She will be responsible for the key and this contract. An annual \$1,000.00 key deposit per key will be required at time of issuance. At the end of the approved contracted schedule, WAGS will return the key to OPUSD and in return, WAGS will receive the \$1,000.00 deposit. GENERAL PROVISION: Unauthorized fabrication, duplication, possession, or use of keys to facilities of OPUSD is a crime (California Penal Code 469). School keys are State property and may be recovered at any time.
- b. WAGS will open and lock gates.
- c. WAGS will be responsible for patrons in attendance of games or practices.
- d. WAGS will not have access to the school classroom facilities.
- e. OVHS/OPIS reserves the right to supersede the softball field time given to WAGS in the extreme case that OVHS/OPIS needs to reschedule a school event.

- f. WAGS will be issued a key for the use of the OVHS bathrooms. WAGS accepts responsibility for the cleaning and restocking of the restrooms each Saturday and Sunday after usage. The OPUSD will be responsible for cleaning and restocking of the restrooms Monday through Friday during the scheduled school year. Each party is responsible for the repair and regulation of the bathrooms during their specific time.
- g. WAGS will maintain, and empty necessary trash and recycle receptacles at OVHS/OPIS being used and empty trash into large trash bins on site. OPUSD will supply trash bins at no cost to WAGS.
- h. WAGS is allowed to hold one family movie night a year. The event must be completed by 8:30 pm.
- i. Parking – WAGS is permitted to park in the parking lot at Oak View for scheduled events. Parking and drop off on the HOA street is not permitted. Parking at Oak View is permitted during usage hours.

3. Care and Repair of the Softball Field

- a. WAGS is responsible for the annual maintenance of the field. Maintaining the infield dirt yearly with conditioning, extra dirt, outfield fencing, outfield fencing mesh, outfield fencing yellow cone, lipped areas of the outfield sod and any lining of the fields.
- b. OPUSD is responsible for the mowing, fertilization, aeration, watering and irrigation repairs.
- c. In the event the facility is damaged or destroyed during use under this agreement by WAGS, WAGS shall, at the option of OPUSD (1) immediately reimburse OPUSD for such costs as shall be incurred in repairing said damage and restoring the property to its condition prior to said use. (2) effectuate the prompt repair of the damage to the pre-damage condition to the reasonable satisfaction of OPUSD.
- d. Modifications to the Facility – Except as provided herein, WAGS shall not modify or alter in any way The Facility without specific written authorization of OPUSD to this Agreement.
- e. Supervision and Control of Use. Wags shall be the sole user responsible for supervision and control of the programs activities on The Facility.

4. Indemnity and Insurance

- a. OPUSD shall hold WAGS harmless from any and all claims, demands, causes of action, suits, damages, cost of actions, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, actions brought for injury to person or damage to property while The Facility is not in use by WAGS. Further, OPUSD shall save and hold harmless WAGS from any and

all orders, judgments, and decrees, which may be entered in such suits or actions.

- b. WAGS shall hold OPUSD harmless from any and all claims, demands, causes of action, suits, damages, cost of actions, counsel fees, and all other costs and expenses, including costs of investigation arising out of or incurred in the defense of any claim, proceeding, actions brought for injury to person or damage to property while The Facility is not in use by OPUSD. Further, WAGS shall save and hold harmless OPUSD from any and all orders, judgments, and decrees, which may be entered in such suits or actions.
- c. In order to protect each other from liability and loss in this regard, OPUSD and WAGS shall secure, carry, and maintain at all times during the terms of this Agreement, each at its own sole cost, and expense, public liability and property damage insurance covering their respective use of The Facility or the use of a group or organization it sponsors, as well as the joint and several protection and indemnity of both parties. Said insurance shall be in the principal amount of not less than one million dollars (1,000,000) combined single limits, as to injury to persons and/or damage to property for a single occurrence. Each party shall provide to the other party evidence of required insurance in the form of a "Certificate of Insurance" which shall provide that the other party shall be notified at least forty-five (45) days in advance of termination or cancellation of said insurance. In addition, each party shall provide to the other a "Policy Endorsement Form" naming the other party as an additional insured.

5. Modifications and Notices

- a. Any modifications, amendment, or extension of this Agreement must be in writing and signed by each of The Parties:
- b. Westlake Agoura Girls Softball (WAGS)
Address

Oak Park Unified School District (OPUSD)
Attention: Martin Klauss, Assistant Superintendent
5801 Conifer Street
Oak Park, CA 91377

Addresses for service of notice may be changed by giving written notice of that change to the other parties in the manner provided in this section.

By signing this contract all parties understand their responsibilities:

Principal Signature_____Date_____
Stewart McGugan

WAGS Commissioner Signature_____Date_____
Scott Ross

Director of Business Signature_____Date_____
Julie Suarez

Assistant Superintendent Signature_____Date_____
Martin Klauss

Addendum to Agreement Between The Oak Park Unified School District And The Westlake Agoura Girls Softball Association

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (the "Agreement") for all purposes. "OPUSD" means Oak Park Unified School District and "WAGS" means Westlake Agoura Girls Softball Association

This Addendum to January 28, 20013 Facility Use Agreement Contract ("Addendum") is an addendum to the Facility Use Agreement contract between OPUSD and WAGS, which is dated January 28, 20013 ("the Agreement Contract") and shall become effective as of today, March 1, 2015. The Facility Use Agreement Contract is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. Termination of Use of Facility section 1. a. removal of Oak View High School (OVHS) softball field use.

WAGS will have the use of the Oak Park High (OPHS) and ~~Oak View High (OVHS)~~ softball fields from February 1 through July 1. Specified times not to interfere with any CIF sanction softball games. Monday – Saturday.

2. Termination of Condition of Use section 2 a. Removal of OVHS gate key.

~~One OVHS gate key will be given to the WAGS Commissioner. He/she will be responsible for the key and this contract. An annual \$1000.00 key deposit will be required at time of issuance. At the end of the approved contracted schedule, WAGS will return the key to OPUSD and in return, WAGS will receive the \$1000.00 key deposit. GENERAL~~

~~PROVISION: Unauthorized fabrication, duplication, possession, or use of keys to facilities of OPUUSD is a crime (California Penal Code 469) School keys are State property and may be recovered at any time.~~

3. Termination of Insurance section 4 a. Removal of insurance responsibility

WAG's insurance will be responsible for covering all accidents while using the OPHS and ~~OVHS~~ fields.

By signing this addendum all parties understand and agree to changes:

Principal Signature _____ Date _____
Kevin Buchanan

WAGS Commissioner _____ Date _____
Scott

Assistant Superintendent _____ Date _____
Martin Klauss