



Housing Authority of the City of Dixon

Managed by Yolo County Housing

147 West Main Street
Woodland, CA, 95695

Woodland: (530) 662-5428
Sacramento: (916) 444-8982

TTY: (800) 545-1833, ext.626

TITLE: FACILITIES USE	DEPARTMENT: ALL
TYPE: POLICY & PROCEDURE	DATE:

This Agreement is entered into this ____ day of _____, ____ by and between the Housing Authority of the County of Yolo ("YCH") and _____ ("User of the YCH Facility or Grounds"), collectively referred to as the Party or Parties. User of the YCH Facility or Grounds agrees to adhere to YCH Facilities and Grounds Use Policy and Procedure, incorporated herein (Attachment A) as follows:

TERMS

1. Facility or Grounds.

Location: _____

Address: _____

2. Timeframe.

Date: _____

Time: _____

3. Permissible Use.

Activity(ies): _____

4. Use Fee and Security Deposit. User of the YCH Facility or Grounds agrees to pay YCH for use of the facilities the sum of ____ dollars (\$____) Use Fee, and ____ dollars (\$____) Security Deposit. The Security Deposit shall be paid at the time of signing this Agreement, and the Use Fee shall be paid no later than fifteen (15) days prior to the event.

5. Acceptance of Facility or Grounds. User of the YCH Facility or Grounds accepts the Facility or Grounds in clean and good condition and agrees to leave the location in the same condition as when received, reasonable wear and tear excepted.

6. Duty to Repair. User of the YCH Facility or Grounds understands that they are financially responsible for any subsequent repair and replacement of YCH Facility or Grounds required to bring it to the clean and good condition as received by User of the YCH Facility or Grounds at the start of their use. Repairs or replacement made shall be to the satisfaction of YCH. User of the YCH Facility or Grounds further understands that their responsibility extends beyond that of any Security Deposit paid by User of the YCH Facility or Grounds.
7. Waste; Quiet Conduct. User of the YCH Facility or Grounds shall not permit any waste upon or to the Facility or Grounds, nor engage in any activity that is unlawful or that constitutes a nuisance or disturbs the quiet enjoyment of tenants, employees, volunteers, contractors, or invitees of YCH. User of the YCH Facility or Grounds shall not engage in nor permit any conduct or activity upon or in connection with the Facility or Grounds that would increase the existing rate of insurance upon the premises of YCH and the Facility or Grounds situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such Facility or Grounds.
8. Decorations. Decorations are limited to table arrangements and self-standing arrangements only. Decorations nailed, taped, stapled, or tacked are not permitted. No smoke or mist devices are allowed.
9. Alterations; Construction. No alterations shall be made to the Facility or Grounds without the prior written approval of the YCH Facilities and Maintenance Manager. Any alterations or additions shall be at the sole expense of the User of the YCH Facility or Grounds. Any additions to or alterations of the premises except movable furniture and trade fixtures shall immediately become a part of the realty and property ownership under YCH.
10. Alcoholic Beverages. Alcoholic beverages are not permitted in any YCH Facility, Common Area, or Grounds.
11. Lights and exits. For safety, all lights must be kept on, and all exits kept clear, during use of the YCH Facility or Grounds.
12. Loss or Damage. User of YCH Facility or Grounds accepts all responsibility for any loss or damage, regardless of cause, to items belonging to the User of YCH Facility or Grounds, its guests, or any entities that are part of their event, including charges by YCH to change locks for lost keys, or charges incurred due to alarm system misuse or other breach of building security.
13. Insurance Requirement. User of YCH Facility or Grounds, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, insurance coverage in the amount of \$1,000,000 General and Public Liability Insurance for bodily injury and \$1,000,000 for property damage. The insurance policy shall name Dixon Housing Authority, YCH, its officers, officials, employees, volunteers, and agents as additional insureds. In addition, the insurance policy shall bear an endorsement precluding cancellation, termination, or reduction in coverage except after thirty (30) days prior written notice to YCH of such action.

The User of YCH Facility or Grounds shall furnish YCH with copies of the original certificates and endorsements, including amendatory endorsements effecting coverage required by this clause. The endorsements must be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the same requirements. All certificates and endorsements are to be received and approved by YCH prior to the use of the Facility or Grounds.

14. Indemnity. User of YCH Facility or Grounds shall defend, indemnify, and hold harmless YCH, its officers, officials, employees, volunteers, and agents from any and all claims, demands, liability, damages, costs or expenses (including but not limited to attorney fees) in law or equity arising out of or connected with the use of the Facility or Grounds performed by Use of YCH Facility or Grounds, his/her/their agents, volunteers, but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of User, its officers, officials, employees, volunteers or agents.
15. Compliance with Laws. User shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. User of YCH Facility or Grounds shall defend YCH and reimburse it for any fines, damages, or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that User of YCH Facility or Grounds has violated any applicable law or regulation.
16. Waiver. The waiver by YCH or any of its officers, agents or employees or the failure of YCH or its officers, agents, or employees to act with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this agreement.
17. Assignment. User of YCH Facility or Grounds shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement without the prior written consent of YCH.
18. Termination. This agreement may be terminated by either Party upon fifteen (15) days advance written notice to the other Party.
19. Notice. Except as otherwise provided in this Agreement, all notices shall be made by personal service, first class mail, or facsimile addressed as follows:

User of YCH Facility or Grounds: _____

YCH: Yolo County Housing, Attn: Executive Director
147 W. Main Street, Woodland, CA 95695
Facsimile: 530-669-2241

Either Party may change the address or facsimile number to which notice is to be given by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. Service of such notices shall be deemed complete on the date of receipt if personally served or served using facsimile, or on the fifth (5th) day following deposit in the United States mail if sent by first class mail.

- 20. Public Records Act. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- 21. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.
- 22. Amendment. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect.
- 23. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

User of YCH Facility or Grounds:

YCH:

Name, Title

Name, Executive Director

Signature

Signature