



HOLY NAMES
UNIVERSITY
Since 1868

HOLY NAMES UNIVERSITY FACILITY LICENSE CONTRACT

July 7, 2020

Holy Names University, a non-profit public benefit corporation, whose present address is 3500 Mountain Boulevard, Oakland, California 94619 and East Bay Innovation Academy (Licensee), whose present address is 3400 Malcolm Avenue, Oakland, CA 94605 agree as follows:

Section 1. Rented Premises and Contracted Services

In consideration of rents, covenants and agreements reserved and contained on the part of Licensee to be observed and performed, Holy Names University demises and rents to the Licensee those certain premises now on the property of Holy Names University, in the City of Oakland, County of Alameda, California.

The following facilities are being rented:

Facility	ROOM
Brennan Hall, room 106	Organic Chemistry laboratory
Brennan Hall, room 108	Physics laboratory

Total Facility Fee: \$9,000

The following services are being provided:

Set-up and clean-up assistance (included, see Section 5b)
Materials and supplies (billed additionally at cost)

Section 2. Term of Contract

The term of this rental contract is as follows:

Facility	Date	Time	Cost
Brennan Hall (106 and 108)	August 17, 2020- May 31, 2021	Thursdays 1:30 pm - 5 pm; Fridays 8 am - 5 pm	\$9,000

This rental contract shall terminate without notice on: May 31, 2021, 11:59pm. On days when the university is closed, whether for scheduled holidays, COVID concerns, or for other emergencies, the licensee shall have no access to the facilities.

Section 3. Facility Rent

Licensee shall pay the sum of \$9,000 as the "Facility Rent" for use of the premises and services provided by Holy Names University, in the form of a "cashier's check" or "money order". We also accept VISA & MASTERCARD credit cards. Licensee shall submit four payments of \$2,250 for Facility Rental and services on or before each of the following dates: August 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "facility and services payment". _____ initial

Section 4. Materials and supplies

Licensee shall reimburse Holy Names University for the cost of any supplies or materials provided by Holy Names University, including any equipment damaged by licensee. Holy Names University shall provide the licensee with an itemized invoice of relevant charges by January 1, 2021, and again on April 15, 2021. Payment shall be due within 60 days of receipt of the invoice. _____ initial

Section 5. Lab Preparations and Cleaning

- a) Licensee shall provide Holy Names University with a calendar overview of all labs planned for each semester two weeks prior to the first class of each semester. Additionally, licensee shall provide Holy Names University's lab manager with all lab procedures two weeks prior to the lab's scheduled date. _____ initial
- b) Holy Names University's lab manager shall provide licensee with stock solutions, glassware, and other supplies as needed (billed additionally, per Section 1), in a designated spot to allow licensee to prepare for labs. Licensee will prepare lab set-ups, labeling and aliquoting, and placement of equipment in the lab and will assist with clean-up of the lab spaces as their schedule allows. _____ initial

Section 6. Supervision of EBIA students

Licensee shall closely supervise EBIA students at all times they are on the campus of Holy Names University. In the interests of student safety, licensee shall permit science faculty of Holy Names University to observe licensee activities on the facilities. _____ initial

Section 7. Food Service

Licensee must not have any type of food or beverage in the facilities. _____ initial

Section 8. Facility Security Deposit

- a) Licensee has paid an additional sum of \$2,000.00, as Security Deposit (on file). Holy Names University, at its option, may refuse to allow the Licensee use of the Premises if Licensee does not execute this Contract and deliver the "Certificate of Liability Insurance Form" by: August 1, 2020. Licensee is hereby informed that they will be liable to cover fees and/or charges incurred from any transaction involving "stop payment" or "insufficient funds" on the "security deposit payment". _____ initial
- b) Licensee's Security Deposit shall be held as a security fee for the faithful performance by Licensee of all the terms, covenants and conditions of this Contract, (including but not limited to repair or any damages to the premises and any excessive cleaning of said premises, upon expiration of this Lease). In the event Licensee fails to keep and perform all the terms, covenants and conditions of this Contract, Holy Names University reserves the option to terminate said Contract. Holy Names University also reserves the right to retain said Security Deposit, or a portion thereof, as may be necessary to compensate Holy Names University for loss, damage, or excessive cleaning of facilities. Upon Licensee's performance of the terms, covenants and conditions of this contract, Holy Names University shall return the security deposit minus any portion necessary for compensation to Holy Names University from any loss, damage, additional services not listed in this contract, or excessive cleaning of facilities. Should the security deposit not be returned in full, Holy Names University should provide the licensee with an itemized invoice of the charges applied to the security deposit, along with the remaining security deposit. _____ initial

Section 9. Cancellation

Cancellation by HNU: Holy Names University reserves the right to cancel this Contract at any time and for good cause, which shall include, but not limited to any total or partial damage or destruction of the Premises which makes it unsuitable for use, any emergencies or other unforeseen or exigent circumstances which make the leased Premises unavailable. Licensee and Holy Names University agree that Holy Names University shall have no liability to Licensee of any kind whatsoever if Holy Names University must cancel this Contract. Licensee's remedy shall be the return of the Security Deposit and any other advance payments made by Licensee to Holy Names University. If no security deposit on account with Holy Names University, Licensee shall be provided with sufficient notification of cancellation for purposes of securing another venue for the event.

_____ initial

Section 10. Authorized Use

a.) Licensee shall use and occupy the Premises during the term agreed and mentioned in Section 2 for the purpose of chemistry and physics lab instruction. Licensee shall not use or permit the use of said premises for any other purpose without prior written consent of Holy Names University. It is anticipated that no more than 12 students will attend any session. Capacity of the classrooms is dependent upon the current CDC and Alameda County health orders and social distancing policies in effect, and guidelines will be posted in the classroom. If CDC or Alameda County health orders tighten, Holy Names University will provide licensee as much notice as possible if classrooms must be reconfigured and classroom capacities must be reduced. Any significant change in the number of persons attending or the composition of the group, will require the Licensee to give a written notice 48 hours prior to commencement of event.

_____ initial

b.) Licensee shall not use the Premises for or carrying on or permit, on said premises, or any part thereof, any offensive, noisy, or dangerous trade, business or occupation, or any nuisance, or anything against public policy, nor interfere with the University. Licensee shall not use the Premises or permit the Premises to be used in whole or in part for the term of this Contract for any purpose or use that is in violation of any laws, ordinances, regulations or rules of any public authority of organization at any time.

_____ initial

Section 11. Condition of Property

a.) Licensee shall keep and maintain the Premises in good order and as safe and clean a condition as they were when received from Holy Names University, reasonable wear and tear is acceptable. Licensee shall promptly replace any portion of the Premises or system or equipment in the Premises damaged by Licensee, which cannot be fully repaired, regardless of whether the benefit of such replacement extends beyond the term of this Agreement.

_____ initial

b.) Holy Names University shall not be liable for any damage or injury to the person, business (or any loss in income there from), goods, wares, merchandise or other property of Licensee, Licensee's employees, invitees, or any other person in or about the Premises, whether such damage or injury is caused by or results from: (i) fire, steam, electricity, water, gas or rain; (ii) the breakage, leakage, obstruction or other cause; (iii) conditions arising in or about the Premises or upon other portions of any building of which the Premises is a part, or from other sources or places; or (iv) any act or omission of any other licensee of any building of which the Premises are a part.

_____ initial

c.) Upon termination of the Contract, Licensee shall surrender the Property to Holy Names University in the same condition as received, except for ordinary wear and tear which Licensee was not otherwise obligated to remedy under any provisions of this Contract.

_____ initial

d.) Licensee shall not make any alterations, additions, or improvements to the Premises.

_____ initial

e.) No animals are allowed on Campus except certified "service animals" that are accompanying a blind, deaf or physically disabled person. Service animals are animals individually trained to do work or perform a task for the benefit of an individual with a disability, including but not limited to guiding an individual with impaired vision, or alerting an individual with impaired hearing.

_____ initial

Section 12. Advertising, Event Notice Compliance

- a) Licensee agrees not to advertise event until a signed Contract by Holy Names University is returned to you. _____ initial
- b) Licensee agrees to comply with Holy Names University rental policy, that Licensee shall in no way in any written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera, indicate that Holy Names University is a sponsor and/or co-sponsor of the above aforementioned event, or in any way endorses or supports the program, activity, meeting or event. Such notices may use wording such as: "This event is sponsored by EBIA, an independent organization, and is being held on the campus of Holy Names University under a contractual agreement". _____ initial
- c) In addition, the Licensee agrees to submit for Holy Names University approval all written or verbal communication including news releases, paid advertisements, posters, flyers, invitations, meeting notices, radio/TV announcements, et cetera prior to its release and agrees to use said forms of publicity pending Holy Names University approval only. Holy Names University reserves the right to require that any be altered prior to release. Holy Names University may cancel this agreement for any violation of the Section and retain the Security Deposit at its discretion. _____ initial

Section 13. Indemnity

This Contract is made upon the express condition that Licensee agrees to indemnify, keep, save and hold free Holy Names University from all liability, penalties, losses damages, costs, expenses, causes of action, claims and/or judgments arising by reason of any injury or damage to any person or persons, including without limitation the Licensee, its servants, agents, employees, invitees and licensees or property of any kind whatsoever and to whomever belonging, from any cause or causes whatsoever other than from Holy Names University's gross negligence or willful misconduct while in, upon or in any way connected with the premises to its appurtenances, or the sidewalks adjacent thereto, during the terms of this Contract or any occupancy there under, Licensee hereby covenanting and agreeing to indemnify, protect and save Holy Names University harmless from all liability, loss costs and obligations on account of or arising out of any such injuries or losses, however occurring. _____ initial

Section 14. Arbitration & Attorney's Fees

- a) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award by the arbitration(s) may be entered in any court having jurisdiction thereof. Holy Names University and Licensee agree that any and all arbitration shall be held in the City of Oakland, County of Alameda, State of California. Should any arbitration be commenced between the parties to this Agreement concerning said Premises, this Agreement, or the rights and duties of either in the relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted in the arbitration, to a reasonable sum and for its attorney's fees in such arbitration which shall be determined by the arbitrator. _____ initial
- b) Should any arbitration be commenced between the parties to this Contract concerning said Premises, this Contract, or the rights and duties of either in the relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted in the arbitration, to a reasonable sum and for its attorney's fees in such arbitration which shall be determined by the arbitrator. _____ initial

Section 15. Governing Law

This agreement shall be governed and interpreted solely by the laws of the State of California. _____ initial

Section 16. Severability

Any provisions of this Agreement which shall prove to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision hereof and such provisions shall remain in full force and effect. _____ initial

Section 17. Public Liability and Property Damage

- a) Licensee shall take out and maintain with respect to Licensee’s premises and any activities conducted thereon, at Licensee’s expense, Public Liability Insurance, with a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence of Bodily Injury and Property Damage Liability insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee’s use or occupancy of the premises. _____ initial
- b) All public liability and property damage insurance shall insure performance by Licensee of the indemnity of Section 10 and shall contain cross-liability endorsements. _____initial
- c) The policy is required to be obtained by Licensee pursuant to the provisions of this Section; shall be with a company and in policy whose form is satisfactory and acceptable to Holy Names University. The policy shall designate Holy Names University as an additional named insured. Licensee shall provide Holy Names University with a “certificate of liability insurance form” by the insurance company issuing the policy required, pursuant to the provisions of this Section. Said certificate shall provide that the insurance there under shall not be altered or cancelled until after ten (10) days written notice to Holy Names University. _____ initial

Section 18. Amendments

This Contract may be amended only in writing, signed by Holy Names University and Licensee. _____ initial

Section 19. Technical Services & Setups

Licensee shall submit to the Campus Services Office final requests for all technical services (i.e., sound and lighting technicians, stage hands, ushers, etc.), technical and audio-visual equipment, as well as completed, legible “Physical Set Up Diagram Form(s)”, three (3) weeks prior to scheduled event. _____ initial

Section 20. Entire Facility Rental Contract

This document includes all of the agreements, and supersedes all prior agreements, between the parties relating to the subject matter, and may be modified only by a Facility Rental Contract Addendum in writing signed by each of the parties. _____ initial

IN WITNESS WHEREOF, said parties have set their hands as of the day and year set forth.

Holy Names University
3500 Mountain Boulevard
Oakland, California 94619
Telephone: 510-436-1508

East Bay Innovation Academy
3400 Malcolm Avenue
Oakland, CA 94605
Telephone: 510-577-9557

By _____
Luis Guerra, VP Facilities & Events

By _____

Date _____

Date _____

By _____
Rob Kinnard, VP Finance and Administration

Date _____