



HOLY NAMES
UNIVERSITY
Since 1868

HOLY NAMES UNIVERSITY FACILITY LICENSE CONTRACT

August 5, 2021

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 3800 Mountain Boulevard, Oakland, CA 94619 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
Heafey Hall, room 106	Organic Chemistry laboratory
Heafey Hall, room 108	Physics laboratory

Total Facility Fee: \$9,750

The following services are being provided:

Set-up and clean-up assistance (included)
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
Heafey Hall	August 13, 2021- May 31, 2022	Thursdays 11 am - 5 pm; Fridays 8 am - 5 pm	\$9,750

This rental contract shall terminate without notice on: **May 31, 2022, 11:59pm**. On days when the university is closed, whether for scheduled holidays or for emergencies, the licensee shall have no access to the facilities.

Section 3. Facility Rent

Licensee shall pay the sum of \$9,750 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: September 1, 2021, October 1, 2021, January 1, 2022, and April 1, 2022. 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".

MC 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, 2022, and again on June 1, 2022. Payment shall be due within 60 days of receipt of the invoice.

MC initial

Section 5. Supervision of EBIA students

If minor children shall be on the campus of Holy Names University, Licensee confirms that all individuals responsible for minors attending the event held by EBIA ("Licensee") shall confirm the following:

- 1.) Minors and other applicable students from EBIA will be closely supervised, in the interest of safety, at all times they are on the campus of Holy Names University;
- 2.) Licensee has adapted adult to minor supervision ratios that are in conformity with applicable state guidelines;
- 3.) Licensee has confirmed that all individuals responsible for minor's supervision have undergone applicable background screening, including a national sex offender registry check, and receive appropriate training in the supervision of minor children.

Licensee shall permit science faculty of Holy Names University to observe licensee activities on the facilities at any time.

MC initial

Section 6. Food Service

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

MC initial

Section 7. COVID-19 Requirements

Licensee agrees to follow all federal, state, county, and Holy Names University health and "shelter in place" orders in effect as of each date Licensee shall use campus facilities defined in Section 1. These guidelines include, but are not limited to the following:

- All students and faculty must be vaccinated and listed on the Attestation Form (see attachment 1)
- Masks will be worn at all times
- Social Distancing of 6ft to be maintained at all times
- Frequent hand washing
- No one should come to campus if feeling ill and temperatures will be taken at the gate

Section 8. Licensee Faculty Orientation

See Laboratory Safety Procedures (see attachment 2)
See Incident Assessment Guide & Campus Maps (see attachment 3)

Section 9. Facility Security Deposit

Licensee shall pay an additional sum of \$2,000.00, as Security Deposit. Licensee shall mail or deliver the Security Deposit to Holy Names University prior to sending the signed Facility Rental Contract. 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 to Holy Names University, along with the Security Deposit and the "Certificate of Liability Insurance Form" **by: September 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 "security deposit payment".

MC initial

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 fro 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.

MC initial

Section 10. 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, acts of God, fire, labor strike, war, riots, acts of any civil or military authority, epidemic including Covid -19 related events, judicial action, or any total or partial damage or destruction of the Premises which makes it unsuitable to use. 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.

MC initial

Section 11. 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 13 students will attend any session. 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.

MC 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.

MC initial

c.) No assignment. It is understood by Licensee that this facility license is not assignable by Licensee, either in whole or in part, nor shall Licensee sublicense any part of the facilities to be used pursuant to this license agreement.

Section 12. 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. *MC 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. *MC 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. *MC initial*

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

f.) Licensee assumes full responsibility for their personal property. Holy Names University is not liable for any and all loss, stolen or damaged property belonging to the Licensee. *MC initial*

Section 13. Advertising, Event Notice Compliance

Licensee agrees not to advertise event until a signed Contract by Holy Names University is returned to you. *MC initial*

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". *MC initial*

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. *MC initial*

Section 14. 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 indemnity, 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. *MC initial*

Section 15. Arbitration & Attorney's Fees

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. *MC* initial

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. *MC* initial

Section 16. Governing Law

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

Section 17. 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. *MC* initial

Section 18. Public Liability and Property Damage

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. *MC* initial

All public liability and property damage insurance shall insure performance by Licensee of the indemnity of Section 10 and shall contain cross-liability endorsements. *MC* initial

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. *MC* initial

Section 19. Amendments

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

Section 20. Technical Services & Setups

a) 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.** *MC* initial

Section 21. 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.

MC 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
3800 Mountain Boulevard
Oakland, CA 94619
Telephone: 510-577-9557

By _____
Luis Guerra, VP Facilities & Events

By Michelle Cho

Date _____

Date 8/13/2021

Attachment 1

Attestation Form

As Holy Names University plans more in-person activities on campus this fall semester, it has determined that requiring a COVID-19 vaccination for all students, staff, faculty and visitors will best protect the health and well-being of our campus community.

COVID-19 vaccines have been shown to significantly reduce the probability of contracting and spreading the COVID-19 virus. The vaccines also reduce the chance of serious illness for those who do contract the virus. According to the CDC, the vaccines have received and continue to undergo the most intensive safety monitoring in U.S. history.

As an organization requesting use of our facility it is a requirement that all individuals coming to our campus be fully vaccinated. You are required to list all staff and students that are planning to attend campus 2 weeks prior to this visit. (see attached)

Individuals will need to sign in using Envoy (see attached) and have their temperature taken at the entrance. While on campus all individuals are expected to wear their masks, maintain 6 feet of social distance and wash their hands frequently with soap and water for at least 20 seconds.

I _____ certify that all students and faculty names provided below are fully vaccinated. I understand that HNU periodically audits for compliance with this agreement and if it is discovered unvaccinated individuals are on campus the contract will be ended.

First Name	Last name

Use another sheet of paper to add additional participants.

Attachment 2

Laboratory Safety Procedures

1. Wear protective goggles at all times in the laboratory.
2. Dress appropriately for the laboratory. Wear only shoes that completely cover the feet. Long hair should be tied back. Lab coats or aprons are recommended
3. Splashing and spilling are major concerns in the lab. However, working carefully and wearing proper personal protective equipment, i.e., goggles, gloves, proper shoes and attire will minimize the impact of any accidental splash.
4. Avoid skin contact with any chemicals. For minor "unwanted" exposure on skin, go to the nearest sink and flush the affected area with plenty of water. Be familiar with the location and operations of eye-wash and emergency shower in the lab. Use these emergency equipments in a "major" exposure.
3. Keep your bench top organized as you work. Put jackets, book bags, and personal belongings away from the work areas and walkways. Clean your working area before you leave the lab.
5. Broken glass can cut and cause injury. Know where the first aid kit is in the lab for treating minor cuts and burns. For a major injury, we will call for emergency medical attention.
6. Be careful when working with glass equipment, they can break. If it breaks, carefully sweep the debris with a brush and a dustpan, and dispose it in the broken glass receptacle.
7. Hot equipment can cause a serious burn. Be careful when handling hot equipment such as crucible, evaporating dish, etc. Always handling hot equipment with a tong or insulating glove.
8. Occasionally, we will use Bunsen burner in our experiments. When a burner is required, clear the bench top completely to limit unwanted fuel for the flame.
9. Familiarize the location and operation of the fire extinguisher in the lab. However, in case of a major fire (or a disaster, e.g., an earthquake), evacuate the lab calmly and orderly and call 911 for help.
10. Treat every reagent that you handle in the lab as a toxic substance, even though most of the substances that you work with in the lab are very mild and benign. Avoid contact

with skin, inhalation and ingestion of any substance. Read the label of all reagent bottle before used.

11. Always dispose of unused chemicals and waste exactly according to the directions of the instructor.
12. No eating or drinking in the laboratory.

Attachment 3

2.6 ASSIGNMENTS OF FUNCTIONS AND RESPONSIBILITIES

INCIDENT ASSESSMENT GUIDE

Following NIMS guidelines, the University has adopted the following general guidelines to assess the severity of emergencies affecting the University and to coordinate an appropriate response. In the event of an unanticipated emergency, these are the guidelines for the University's default response.

Level	Type of Emergency	Response	Examples
1	A minor department or building problem that can be resolved using internal resources.	A Level 1 incident should be reported to the appropriate University academic or business unit and will be resolved internally by following established policies and procedures. Campus Safety may be contacted when such incidents occur outside of regular business hours.	Broken water pipes, faulty locks, problems with telephone services, etc. Such issues should be reported to Campus Services or to the Help Desk. (IT)
2	A facilities-focused emergency having little impact on members of the campus community, other than those using the specific area where it occurred. Such emergencies can typically be resolved with internal resources or with limited assistance from outside agencies.	Generally, Level 2 events should be reported to the appropriate University academic or business unit and resolved internally by following established policies and procedures, unless the situation poses danger to persons or property. If that is the case, persons aware of the emergency should also notify Campus Safety.	Minor chemical spills, loss of heat or electricity for several hours, a minor fire confined to a single room, etc.
3	A major, potentially catastrophic emergency or imminent threat of such an emergency, impacting a sizeable portion of a campus and/or its surrounding community, which requires a response involving significant assistance from external emergency response agencies. May also be an emergency situation focused on a person(s) (as opposed to only University facilities), that can be resolved with internal resources or with limited assistance from local authorities.	In a Level 3 emergency, call 9-1-1, and then contact Campus Safety immediately. Campus Safety will then contact the appropriate external agencies for assistance and promptly notify the Director of Campus Safety and/or the Assistant VP of Campus Services. The Director of Campus Safety or the Assistant VP of Campus Services shall immediately notify the EERT. Prior to assembling the EERT, on-scene emergency responders are authorized to make critical operational decisions and to commit resources to mitigate and control the emergency.	Major criminal activity. Earthquakes, tornados, significant act of violence, including but not limited to an active shooter situation, terrorism, flood, major fire, extended power outage, or a contagious disease outbreak.

		Appropriate departments (Student Affairs, Human Resources, etc.) May then be contacted, as appropriate. If the University's response requires resources from a variety of areas within the University, the EERT may be notified to provide direction and coordination.	
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FUNCTIONAL UNIT RESPONSIBILITIES

The functional unit responsibilities provide detailed information on how the unit will prepare and respond to an emergency incident. The responsibilities shall be continually reviewed and revised accordingly.

UNIT	RESPONSIBILITIES
Academic Affairs	<ul style="list-style-type: none"> • Develop procedures to communicate with and account for faculty in an emergency. • Develop plans to identify alternate facilities where University academics activities can be conducted in the event there is a lack of access to existing facilities. • Identify and prioritize critical support services and systems • Identify and ensure recovery of critical assets • Develop procedures for retrieving student information in case of an emergency
Business & Finance	<ul style="list-style-type: none"> • Develop processes and procedures for issuing paychecks during emergencies • Develop procedures for procuring emergency resources when responding to and recovering from emergencies • Develop a process for documenting the financial cost of emergency response recovery operations • Develop a Business Continuity Plan • Develop plans to maintain the continuity of payroll, together with Business and Finance (see above), during an emergency
Business Services	<ul style="list-style-type: none"> • Develop procedures for providing food to students, staff, faculty and community partners during a major emergency • Develop mutual aid agreements for obtaining, preparing, and distributing food
Facility Management	<ul style="list-style-type: none"> • Participate in hazard vulnerability analyses • Ensure floor plans with room layout, electrical sources, and entrance and exit points for all campus buildings are available, accurate and up to date • Identify sources for mutual aid agreements and assistance
Human Resources	<ul style="list-style-type: none"> • Develop plans to hire or replace staff with temporary employees, if needed • Prepare to advise on faculty and staff availability, appropriation of personnel, and to assist employees with work recovery needs (e.g., psychological counselling, time off)

	<ul style="list-style-type: none"> • Identify resources to provide mental health services as appropriate
Information Technology	<ul style="list-style-type: none"> • Develop procedures and systems for checking critical information and alert systems to disseminate emergency information via web site, cell phone, email, etc. • Identify IT resources needed to facilitate the emergency operations of campus units • In conjunction with Academic Affairs, develop plans to continue academic programs that significantly utilize technology for teaching purposes

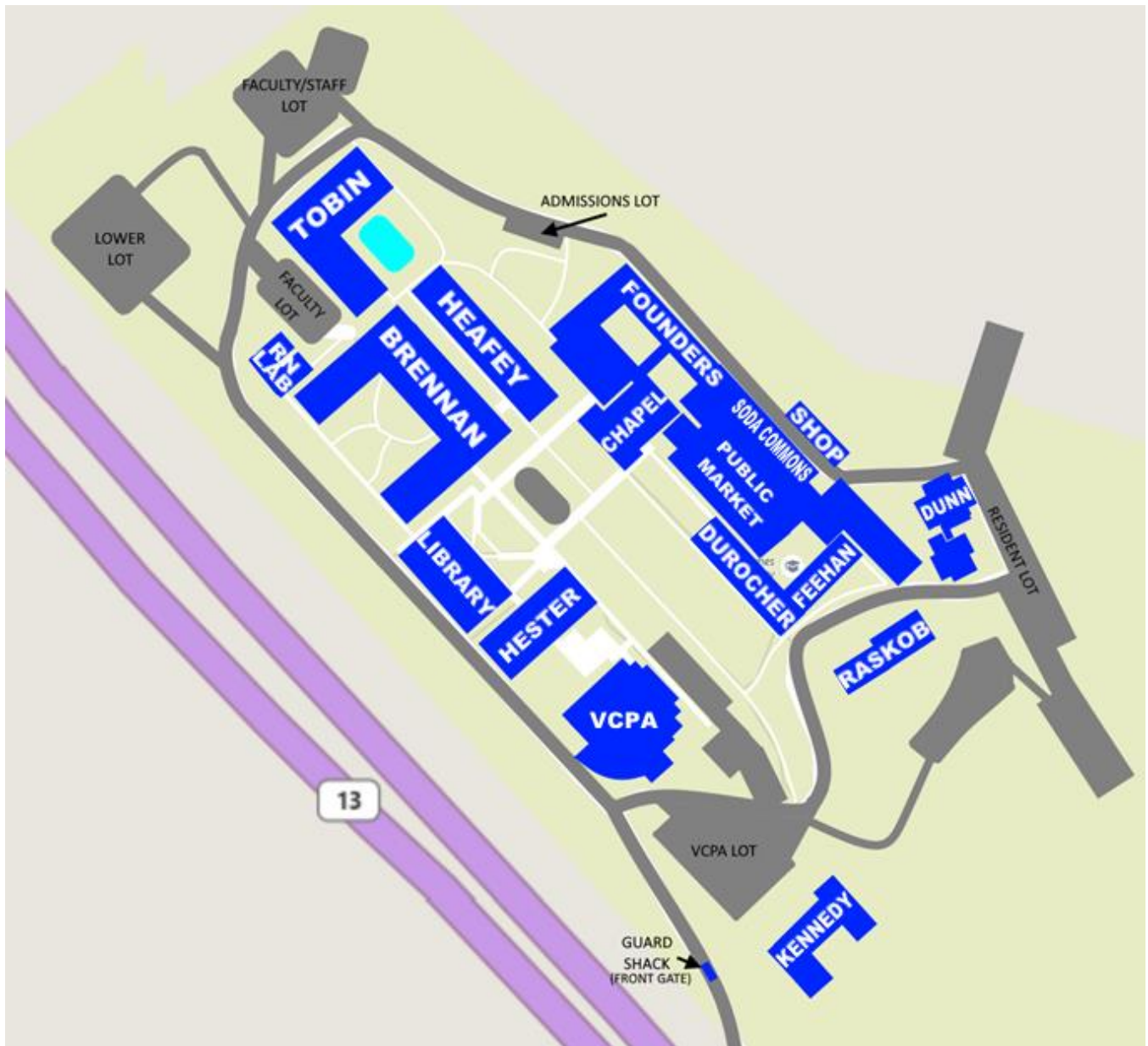
FUNCTIONAL UNIT RESPONSIBILITIES (Cont.)

Personal Development	<ul style="list-style-type: none"> • Identify resources to provide mental health services as appropriate • Provide basic training on available resources and common reactions to trauma for personnel responding to emergencies • Identify both internal and external partners (such as local mental health agencies who may be able to assist, and develop a structure for support) and develop partnership agreements, if necessary
Communications	<ul style="list-style-type: none"> • Develop procedures for coordinating with functional units to provide and factual messages to students, staff, faculty, families, and media
Campus Safety	<ul style="list-style-type: none"> • Develop procedures for reviewing and updating the emergency plan • Develop procedures for testing equipment and notification systems • Develop procedures for mobilizing campus safety personnel and pre-positioning resources and equipment • Develop a process for communicating with and directing the front gate guard, including the activation of the Emergency Contact List • Develop procedures for mobilizing campus wide transportation for an emergency and for maintaining control of traffic from private vehicles • Develop evacuation procedures from various campus locales with input from Facility Management and the Office of Residence Life (HEALTH SERVICES FUNCTION) • Develop procedures to determine if there are adequate supplies and equipment to triage for an emergency • Develop procedures for mobilizing personnel on campus and at external sites • Coordinate with local and state public health officials
Residential Life	<ul style="list-style-type: none"> • Develop procedures to coordinate the need for on-campus housing, temporary shelters and temporary off-campus housing locations • Develop an on-call staffing system to ensure staff are available at all times

	<ul style="list-style-type: none"> • Develop procedures for identifying resident students in need of emergency evacuation assistance • Develop procedures, with the assistance of Campus Safety for the evacuation and temporary shelter accommodations for residential students • Develop mutual aid agreements for housing options in the event of an evacuation
<p style="color: red; text-align: center;">Student Affairs</p>	<ul style="list-style-type: none"> • Develop procedures for addressing the needs of students living in off-campus facilities • Develop mutual aid agreements and pre-negotiate services for goods and services • Ensure that consideration is given to the American with Disabilities Act throughout the planning and implementing of the emergency operations plan • Ensure that the plan is accessible to students who primary language is not English • Develop parent or family notification procedures

2.7 CAMPUS MAPS

Campus Overview Map



Emergency Assembly Point Map

