



HOLY NAMES
UNIVERSITY
Since 1868

HOLY NAMES UNIVERSITY FACILITY LICENSE CONTRACT

August 30, 2022

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	Date	Time	Cost
Brennan Hall	September 1, 8, 9, 29, 2022	8:am to 5:00pm	\$300.00 per day
Chemistry Lab 107	October 6, 13, 14, 2022		Total \$2,100.00

Total Facility Fee: \$2,100.00

The following services are being provided:

Housekeepers services @ \$100.00 per day times 7	\$ 700.00
Lab preparation and assistance (labor)	\$1,100.00
Materials and supplies (billed additionally at cost)	TBD

Total Services \$ 1,800.00

Total for facilities and services \$ 3,900.00

Section 2. Term of Contract

The term of this rental contract is as follows:

Facility	Date	Time	Cost
Brennan Hall	September 1, 8, 9, 29, 2022	8:00am to 5:00pm	\$2,100.00
Chemistry Lab 107	October 6, 13, 14, 2022		

This rental contract shall terminate without notice on: **October 14, 2022 @ 5:00pm**. 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 **\$3,900.00** 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 one payment of \$3,900.00 for Facility Rental and services on or before: **September 9, 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". _____ 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 **October 17, 2022**. Payment shall be due within 60 days of receipt of the invoice. _____ initial

The licensee will submit all lab preparation requests to Holy Names University at least 2 weeks before the day on which said lab is to be performed by students. _____ initial

Section 5. 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. _____ initial

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

Section 6. Food Service

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

Section 7. COVID-19 Requirements

- All students and faculty must be vaccinated and listed on the Attestation Form (see attachment 1)
- Masks will be worn at all times inside classrooms
- Frequent hand washing
- No one should come to campus if feeling ill.

Section 8. Licensee Faculty Orientation

See Laboratory Safety Procedures (see attachment 2)

See Emergency Action Guide (see attachment 3)

Section 9. Facility Security Deposit

Licensee shall pay an additional sum of \$2,000.00, as Security Deposit (**On File**). 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, 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 "security deposit payment". _____ 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 for 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 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 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 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 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 24 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. _____ 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 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. _____ 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 13. Advertising, Event Notice Compliance

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

Section 16. Governing Law

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

Section 19. Amendments

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

_____ 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 _____

Date _____

Date _____

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)

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.

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.