

COVID-19 ~~License Agreement for Use of Los Angeles Unified School District Property~~

Commented [DP1]: Added in by PCHS attorney and mutually agreed on.

PALISADES CHARTER HIGH SCHOOL ("User")

Person to Contact: \_\_\_\_\_  
Cell Phone No: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dates of Use: \_\_\_\_\_  
Area of Use: \_\_\_\_\_  
Use: Farmers Market

This instrument is made a part of and incorporated into that certain Sole Occupant Agreement, as may be amended, executed by User ~~in on \_\_\_\_\_, October 2019~~ 2020.

Commented [DP2]: Modified by PCHS attorney and mutually agreed on.

User and Los Angeles Unified School District (LAUSD) agree as follows:

CV1. There is a risk of transmission of COVID-19 in crowded places or people in close proximity to one another and User acknowledges its use will cause people to gather. **User assumes all risks**, known and unknown, arising from its use of the School and COVID-19 and agrees such assumption shall be broadly interpreted in favor of LAUSD. **User shall be responsible and liable for any costs, claims, lawsuits and damages arising directly or indirectly from the use, the invitees and COVID-19 and shall indemnify LAUSD** ~~unless any claim is solely caused by the gross negligence or willful misconduct of LAUSD, its officers, employees, or agents.~~

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**Notwithstanding any provision, LAUSD, in its sole and absolute discretion, may terminate User's use upon delivery of notice and no refunds (if applicable) shall be provided and LAUSD shall not be liable for any costs or liabilities incurred by User.**

**LAUSD does not represent or warrant its properties are safe to use while COVID-19 has not been eradicated or controlled by a vaccine.**

CV2. Federal, State, County, and City Safety Precautions. User, at its sole expense, shall observe and comply with ALL applicable requirements and guidelines for COVID-19, ~~regardless of whether or not these safety precautions may be updated from time to time by various agencies and which may be available on agency websites on Los Angeles County's public health COVID-19 website~~, for its use and shall cause any invitee to comply with such requirements and guidelines.

Commented [DP4]: This blue text added in by LAUSD after PCHS Attorney added in the crossed out last phrase, then PCHS attorney added in word "updated"

Commented [DP5]: Blue text added by PCHS attorney. LAUSD crossed out saying they will not agree to that.

The term "invitee" shall mean any participant, spectator, member, employee, volunteer, or any person in the use area due to User's use (such as, but not limited to, umpire or referee).

CV3. LAUSD Safety Precautions. User shall require each invitee to comply with:

(i) social distancing of a minimum of 6-feet between invitees who ~~it is known~~ do not reside in the same household;

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(ii) the use of a cloth face mask or other face covering ~~for non-exempt adults and children who are two years of age and older~~;

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(iii) a temperature scan prior to entering the area of use, and any invitee with a temperature in excess of 98.6-degrees shall be denied entrance; and

(iv) the LAUSD waiver and release executed by each invitee (18 years and older) and executed by a parent or legal guardian for each minor child. For large scale activities, (such as, but not limited to, swap meets and farmers market) that are not conducive to obtaining an executed waiver and release from each person, User shall post signage which shall disclose at a minimum COVID-19, the assumption of risk, and a waiver and release in favor of User and LAUSD.

LAUSD may adjust or impose new safety precautions upon notice to User ~~and confirmation of User's receipt.~~

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The applicable requirements and guidelines for COVID-19 above shall be collectively referred to as "COVID Requirements."

CV4. Compliance.

(i) If User cannot comply with COVID Requirements before, during and after the use, User shall cancel the use.

(ii) During its use if User notices non-compliance with COVID Requirements, User shall stop its use immediately and cause the non-complying invitee(s) to vacate the School immediately; provided, that if User believes it cannot comply with COVID Requirements, User shall stop its use immediately and cause all invitees to vacate the School. User shall notify Los Angeles School Police and/or local law enforcement if any invitee refuses to vacate; and

(iii) Notwithstanding any provision, LAUSD, in its sole and absolute discretion, may decline to allow User any future use of LAUSD properties based on User's past conduct and/or compliance with COVID Requirements.

IN WITNESS WHEREOF, User and LAUSD have executed this instrument on the date set forth below.

User: By: _____ Name: _____ Its: _____ Date: _____, 2020 By: _____ Name: _____ Its: _____ Date: _____, 2020	LAUSD: By: _____ Name: Albert J. Grazioli, Jr. Its: Facilities Real Estate and Asset Development Director Date: _____, 2020
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