

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
5020 Franklin Drive
Pleasanton, CA 94588

APPLICATION AND AGREEMENT FOR USE OF FACILITIES

This agreement, by and between the Chabot-Las Positas Community College District, 5020 Franklin Drive, Pleasanton, CA 94558 (the District) and Earl Anthony's Dublin Bowl (Contractor, and from here on referred to as E. A. Dublin Bowl), commences August 17, 2009 and will expire on May 28, 2010:

- A. The District wishes to secure additional facilities for some bowling physical education classes to be offered as part of the Physical Education curriculum of Las Positas College during the 2009-2010 academic year.
- B. The Contractor has available such facilities to meet the requirements of the physical education instruction.

SPECIFICATIONS

Use Defined: Las Positas College wishes to use, and E. A. Dublin Bowl agrees to allow said use of, E. A. Dublin Bowl located 6750 Regional Street, Dublin, CA. 94568, for the purpose of conducting bowling classes for Las Positas College students.

Class Times/Dates:

- PE BL-V02, CRN 22325 Fall 2009 Semester (Meets 9-12:30am on Friday)
- PE BL-V01, CRN 22326 Fall 2009 Semester (Meets 12:30-3:20pm on Tuesdays)
- PE BL-094, CRN 22327 Fall 2009 Semester (Meets 3-5:50pm on Mondays)
- PE BL-V02, CRN 32130 Spring 2010 Semester (Meets 9:30-12:30 Fridays)
- PE BL-093, CRN 32131 Spring 2010 Semester (Meets 3-5:50pm on Mondays)

Class Size: Limited to a maximum of 45 students per class

Contact: Dr. J. Laurel Jones, Vice President, Academic Services, Las Positas College
925.424.1104 OR
Mr. Robert Kratochvil, Vice President, Business Services, Las Positas College
925.424.1630

SECTION 1: GENERAL CONDITIONS

It is mutually agreed that the District and the Contractor agree to the use of said facilities in accordance with following conditions:

1. Contractor will make available to the District specifically, E. A. Dublin Bowl for use as an instructional classroom—including lanes; restrooms, and parking privileges.
 - a. District agrees to leave facilities and grounds in a clean condition or pay a cleaning fee.
 - b. District agrees and understands that Contractor is NOT responsible for damage or loss to vehicles parking in parking lots or valuables left on the premises.
2. District shall be solely responsible for the *instruction* of the students at all times during which bowling classes are scheduled at Contractor's facility.
3. District understands and agrees that Contractor's E. A. Dublin Bowl Manager has final authority over all matters affecting the Bowling Center.

- c. Contractor will make facilities available to the District at a fee of \$200.00 per term paid by the District. This fee will cover all bowling stat services provided to each class. Any damages to the facility caused by students or instructors will be billed to the District.
- d. Students will pay Contractor directly a fee of \$50, which will entitle student to use of facilities and rental of equipment, e.g., lanes, shoes and house balls.

SECTION 2: INSURANCE AND INDEMNIFICATION

- 1. The Contractor shall indemnify, hold harmless and defend the District and its employees, students, agents and representatives from any acts of the Contractor where liability exists by reason of the acts or omissions of the Contractor, its employees, agents and representatives.
- 2. The District shall indemnify, hold harmless and defend the Contractor and its employees, agents and representatives from any acts of the District wherein liability exists by reasons of the acts or omissions of the District, its employees, students, agents and representatives.
- 3. In the event of any claims for damages which may arise out of this agreement, liability for same shall be determined as follows:
 - a. Any claims of the Contractor, its agents or employees, shall be the liability of the Contractor. Contractor's insurance shall be considered primary and the District's insurance shall be considered excess.
 - b. Any claims involving the District, its students, faculty, agents or employees, except claims covered by workers' compensation, shall be the liability of the District. District's insurance shall be considered primary and Contractor's insurance shall be considered excess.
- 4. The District shall provide a certificate of insurance under its comprehensive general liability insurance policy, naming the Contractor as additional insured and specifying this insurance shall not be changed or canceled without ten (10) days prior notice to the Contractor.

SECTION 3: TERMS OF AGREEMENT

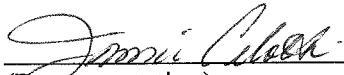
- 1. Terms of this agreement shall be in full force and effective for the 2009-2010 academic year.
- 2. By mutual agreement the terms may be renewed for an additional semester or one-year period.
- 3. This agreement may be terminated by either party upon giving one hundred and twenty (120) days notice in writing to the other party by registered or certified mail at the address here in above set forth. Such termination shall not take effect, however, with respect to students already enrolled until such students have completed the current period of instruction.

ACCEPTANCE OF PROVISIONS, TERMS, AND CONDITIONS

These parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year first mentioned.

Lorenzo Legaspi, Vice Chancellor of Business Services
Chabot-Las Positas Community College (District)

Date



(Representative)
Earl Anthony's Dublin Bowl

6-30-09

Date