

**Kia Motors America, Inc.  
Facility Use Agreement**

This Facility Use Agreement (the "Agreement") is made and entered into effective as of the date executed by the last signatory to this Agreement as indicated on the signature page hereof (the "Effective Date") by and between Kia Motors America, Inc. ("KMA") and Las Positas College ("Organization"). KMA and LPC are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

KMA is the exclusive distributor in the United States, through its network of independent, third party, authorized dealers, of Kia-brand automobiles, manufactured by or on behalf of KMA's parent company, Kia Motors Corporation of Seoul, Korea and/or Kia Motors Manufacturing Georgia, Inc.. KMA desires to utilize certain classroom and training facilities of LPC ("Facilities"), as further described below, for the purpose of conducting training classes for technicians employed by authorized Kia dealerships, and LPC is willing to provide such Facilities on the terms and conditions hereof.

**Facilities:** (1) automotive shop/training classroom located at the Facility Location described on Attachment 1 attached hereto, which shall be dedicated during the Term hereof to Kia personnel for use in conducting its training, with accommodation for up to ten (10) students to include the use of shop facilities with space for the specified number of vehicles set forth on Attachment 1, access to bathrooms and vending areas; parking spaces sufficient for students and staff; wireless internet access and available assistance in using the shop area if deemed necessary. Additional details concerning the specifics for the Facilities are as set forth on Attachment 1.

**Indemnification:** Las Positas agrees to indemnify, defend and hold harmless, Kia Motors America, Inc. and its affiliates, its directors, trustees, officers, agents, and employees against all third party claims, litigation, suits, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees (collectively, herein "claims"), to the extent such claims arise out of acts or omissions on the part of SCHOOL or its directors, officers, employees, faculty or students in conducting the Program as authorized by this Agreement.

Kia Motors America, Inc. agrees to indemnify, defend and hold harmless SCHOOL, its officers, agents, employees against any and all third party claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees (collectively, herein "claims"), to the extent any such claims arise out of acts or omissions on the part of Kia Motors America, Inc. or its directors, officers, or employees, in conducting the Program as authorized by this Agreement.

**Certificate of Insurance/Workers Compensation Insurance:** Kia Motors further agrees to provide a Certificate of Insurance for liability in the amount of \$1,000,000 listing Las Positas College as the certificate holder as well as providing proof of Workers' Compensation Insurance for the duration of the agreement.

The Parties hereby agree as follows:

1. Organization shall provide the Facilities as specified herein to KMA, with quiet enjoyment, for the Term.
2. KMA is authorized to use the Facilities as described herein in exchange for a facility use fee as specified on Attachment 1. The Fee shall be paid by KMA within 30 days of its receipt of Organization's invoice.
3. Organization will provide KMA with copies of all of Organization's rules and regulations regarding use of the Facilities, and KMA agrees to abide by such rules and regulations.

4. KMA is responsible for returning the Facilities to the condition in which they were provided to KMA (normal wear and tear excepted).
5. This Agreement shall remain in effect until terminated by either party by providing at least 30 days' written notice to the other party.

**Kia Motors America, Inc.**

**Chabot-Las Positas Community College  
District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Lorenzo Legaspi

Title:

Title: Vice Chancellor, Business Services

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **ATTACHMENT 1**

Facility Location: 3000 Campus Hill Drive, Building 800, room 815, Livermore, CA 94551

Number of shop bays in garage: 1

Rental Fee: \$225.00 per day of use.

Dates of Use: at LPC's session breaks negotiated in advance, in writing between the parties, with a minimum of eight weeks notice prior to the start of training with appropriate LPC personnel.

Hours of Use: usually 7:00 a.m. to 6:00 p.m. but will follow campus academic calendar and guidelines. Request to have access to the Facilities the night before the first day of classes to set up classroom and garage.

Number of Participants Expected: typically ten to twelve students plus 1 instructor.