

## **SATELLITE TRAINING CENTER AGREEMENT**

**THIS SATELLITE TRAINING CENTER AGREEMENT** (the “Agreement”) is made and entered into by and between HUNTER ENGINEERING COMPANY, a Missouri corporation with principal offices located at 11250 Hunter Drive, Bridgeton, Missouri 63044 (“HUNTER”), and Chabot-Las Positas Community College District, a California Community College District with principal offices located at 7600 Dublin Blvd., Third Floor, Dublin, California 94568 (“OWNER”).

### **WITNESSETH:**

**WHEREAS**, HUNTER desires to use OWNER’s facility located at Chabot College, as a satellite training center (the “STC”) in which HUNTER automotive equipment would be placed and used to train individuals in the operation thereof; and

**WHEREAS**, OWNER is willing to let HUNTER use the STC as a satellite training center upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

1. Consent to Use. OWNER hereby gives HUNTER permission to place certain equipment in the STC for the purpose of training individuals in the proper use thereof. A list of the equipment to be placed in the STC as of the date of execution hereof is set forth in Exhibit A attached hereto and by this reference incorporated herein (the “Equipment”). It is understood and agreed, however, that Exhibit A may be changed from time to time by Hunter upon written notice to OWNER.
2. Access to the STC. OWNER agrees to provide HUNTER representatives and trainees access to the STC during normal business hours for the purposes of training on the Equipment. HUNTER agrees to
  - a. that use will not be at time that interferes with academic and college courses and programs.
  - b. provide OWNER with at least two (2) week’s prior notice when it plans to conduct training at the STC;
  - c. Limit its use of the STC to no more than ten (10) calendar days per month;
  - d. comply with all rules, regulations and policies established by OWNER respecting such access; and
  - e. be responsible for the conduct of all HUNTER personnel, trainees and invitees when they are on OWNER’s premises.

If it is not possible for HUNTER to give OWNER two (2) week’s advance notice of its desire to use the STC, OWNER agrees to try to accommodate any reasonable request by HUNTER for access to the STC.

3. Charge to use the STC. OWNER agrees that HUNTER may use the STC at no cost; provided, however, HUNTER will be responsible for all costs associated with
  - a. installing, operating, and maintaining the Equipment, and

- b. removing the Equipment upon termination of this Agreement and returning the STC to the same condition as when the Equipment was installed, reasonable wear and tear excepted.

In consideration of such rent-free use, HUNTER agrees that OWNER may also use the Equipment for training purposes, when same is not being used by HUNTER, provided the trainer is qualified to use the Equipment and train others to do so and OWNER agrees to reimburse HUNTER for any damage caused to any piece of Equipment as a result of any such use.

4. Ownership of the Equipment. OWNER acknowledges and agrees that the Equipment is the property of HUNTER which retains the right to remove same from the STC at any time upon notice to the OWNER. OWNER further agrees to use the same degree of care to protect the Equipment as it does for its own equipment and property located at the STC and to allow HUNTER to post signs or other evidence of its ownership interest which meet and comply with Chabot College, District, and Department standards. OWNER will not include any of the Equipment in any financing statement or other listing of property owned by it and prepared in connection with obtaining or securing a loan or any other financing arrangement.
5. Indemnification. Each party (an "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, including its officers, directors, employees and agents (collectively referred to as the "Indemnified Party"), from and against any loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of any claim, demand, action or cause of action alleging damages attributable to the use of the Equipment by any employee, agent, invitee or trainee of the Indemnifying Party. The Indemnified Party agrees, in each instance, to promptly notify the Indemnifying Party of any such claim, demand, etc., and cooperate with the Indemnifying Party, at its request, in the defense thereof.
6. Insurance. Each party agrees to maintain insurance during the term hereof sufficient to cover its liability hereunder. In addition, OWNER agrees to include the value of the Equipment in the property insurance maintained by OWNER on the STC.
7. Term. This Agreement will commence upon execution by other parties and will continue until terminated by either party giving to the other party at least one hundred twenty (120) days' notice of its intent to terminate. Upon the giving of such notice by either party, HUNTER agrees to remove the Equipment from the STC within such one hundred twenty (120) day period.
8. Authorized Representative. Each party agrees to appoint an individual to be its primary contact for purposes of administering this Agreement (the "Authorized Representatives"). As of the date of execution hereof, the Authorized Representatives will be those individuals whose names are set forth in Exhibit A attached hereto. Either party may change its Authorized Representative by giving notice to the other party in the manner set forth below.
9. Notices. Any notice permitted or required hereunder will be in writing and given in person, by facsimile transmission or by first-class mail, postage prepaid. Such notice will be given or sent to the other party's Authorized Representative and will be deemed effective when delivered, if delivered personally, when sent, if sent by facsimile machine, or three (3) days after depositing same in the U.S. mail postage prepaid.

10. Entire Agreement. This Agreement, including Exhibit A attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended only by a written instrument executed subsequent to the date of execution hereof which states that it is an Amendment to this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed, in duplicate, by their duly authorized representatives as of the latter date set forth below:

**HUNTER ENGINEERING COMPANY  
("HUNTER")**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE  
DISTRICT ("OWNER")**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

**I. DESCRIPTION OF EQUIPMENT:**

WA433 (Mfr. sug. price: 16,940.00)  
Aligner with Premium Compact Cabinet & 24" Widescreen LCD. Includes:  
✓ Made in USA

HE421C M3 (Mfr. sug. price: 16,160.00)  
HawkEye Elite cameras cabinet-mounted to a mobile WA43X console to service multiple alignment bays and provides a full range of travel for additional lift height.  
✓ Made in the USA

30-418-1 (Mfr. sug. price: 1,850.00)  
Plus Cordless Remote Indicator (LED) - For Series 811 and WA Aligners. Records tire pressure, tread depth, ride height and measures tire temperature and frame angle. Includes Tire Temperature Probe. Requires XF2 Pod Kit, 20-2072-1 and WinAlign # 9.0.

TCA34 (Mfr. sug. price: 21,950.00)  
Automatic Tire Changer

TCX575 (Mfr. sug. price: 14,300.00)  
Enhanced Leverless Table-Top Tire Changer

RFT13 (Mfr. sug. price: 19,707.00)  
GSP9700 RoadForce® Touch (4th Generation)  
✓ Made in USA

SWT02 (Mfr. sug. price: 9,360.00)  
SmartWeight™ Touch High Capacity Balancer  
✓ Made in USA

BULLSEYE (Mfr. sug. price: 850.00)  
BullsEye collet kit and front mounted storage for Gen IV Touch balancers

Equipment	\$101,117.00
Tax	\$9100.53
<u>Freight</u>	<u>\$2500.00</u>
Total	\$112,717.53

**II. AUTHORIZED REPRESENTATIVES:**

**A. For Hunter Engineering Company:**

Name: William A. Keyes

Address: 1924 Fairgate Ct.

Folsom, CA 95630

PH. No.: 925-518-4695 Fax No.: \_\_\_\_\_

**B. For Owner: Chabot College:**

Name: Tom Clark, Dean Applied Technology

Address: 25555 Hesperian Blvd.

Hayward, CA 94545

PH. No.: 510-723-6652 Fax No.: 510-723-7616