

LICENSE AGREEMENT BETWEEN
SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
MISSION BAY HIGH SCHOOL ALUMNI ASSOCIATION

THIS LICENSE AGREEMENT is entered into by and between the SAN DIEGO UNIFIED SCHOOL DISTRICT (District), a public school district of the State of California, having its principal place of business at 4100 Normal Street, San Diego, California 92103 and the MISSION BAY HIGH SCHOOL ALUMNI ASSOCIATION (MBAA), a California nonprofit corporation, having its principal business office at 2475 Grand Ave., San Diego, CA 92109, (collectively, the Parties).

R E C I T A L S

District and MBAA are desirous of starting a farmer's market, SEASIDE FARMERS MARKET, (Market) at 2475 Grand Ave. San Diego, CA 92109 (commonly known as Mission Bay High School and hereafter referred to as Site).

NOW, THEREFORE, the Parties agree as follows:

A G R E E M E N T

1. **Property.** The real property covered by this Agreement shall consist of a portion of the District site located at 2475 Grand Ave., San Diego, CA 92109. The Market and customer parking will be located in the parking lot along Grand Ave, the vendor parking and restrooms will be located in the vicinity of the football field as depicted on Exhibit A attached hereto and incorporated herein by this reference.
2. **Term.** The Term of this Agreement shall be for the fiscal year commencing on March 16, 2013 and terminating on June 30, 2014 and may be renewed annually for two-year periods for up to four (4) years with prior approval from the Board of Education. District or MBAA shall have the right to terminate this Agreement by giving thirty (30) days prior written notice.
3. **Consideration.** MBAA will oversee the operation of the Market. MBAA receives all profits of the Market revenue. Upon request, MBAA shall be required to provide District a complete accounting of the gross weekly sales from the farmers' market. At the discretion of the District, and at the District's sole cost and expense, an audit of the MBAA may be conducted in conjunction with or separate from an audit of the ASB.
4. **Use of Property.** The Premises depicted (Exhibit A) in the Agreement shall be used Saturdays only, 7 a.m. to 3 p.m., for the purpose of operating the

Market, the operating hours of which are from 9 a.m. to 1 p.m., to serve the community surrounding the Site and for no other purposes. MBAA agrees to cooperate with the District to ensure that this use will not adversely affect the District's current uses or future plans for the Site.

MBAA acknowledges that no smoking or alcohol is permitted on the Site at any time and. It further acknowledges that no inflatables of any kind are permitted on the Site. District shall have the right to terminate this Agreement if MBAA does not fully comply with any of the terms called out in this License Agreement.

- 5. Litter and Trash Removal.** Litter and/or trash removal from the Site shall be provided by the District's contracted carrier; however, MBAA shall be responsible for this expense. (\$20 per week x 52 weeks = \$1040.00) This expense must be paid to the District prior to March 16, 2013. Please remit a check made out to San Diego Unified School District to: Debora Beaver, 4100 Normal Street, Annex 2, San Diego, California 92103. In the event usage exceeds the amount estimated MBAA will be obligated to pay District any additional amount.
- 6. Utilities.** MBAA, its contractors, subcontractors, and agents will not tap into any utilities (i.e., electricity, water, and sewer) for the operation of the Market. MBAA will pre-pay the District for the utilities used for the restrooms. (\$10 per week x 52 weeks = \$520.00). This expense must be paid to the District prior to March 16, 2013. Please remit a check made out to San Diego Unified School District to: Debora Beaver, 4100 Normal Street, Annex 2, San Diego, California 92103. In the event usage exceeds the amount estimated MBAA will be obligated to pay District any additional amount.
- 7. Maintenance and Security.** MBAA shall take all steps necessary to maintain the Site in a clean and orderly condition. Any repairs to the Site necessitated by the Market shall be the sole responsibility of MBAA. MBAA shall pay all costs to District to provide one (1) custodian to open the Site at 7 a.m. and close the Site at 3 p.m. each and every Saturday that the Market is open. District will coordinate payment reimbursement with MBAA. Custodian will open the boys' and girls' restrooms located at the football field. The custodian will unlock the gate to the asphalt parking lot for vendors to park their vehicles. MBAA will pay the District a one-time fee in the amount of \$500 for the purpose of stocking restroom supplies. This expense must be paid to the District prior to March 16, 2013. Please remit a check made out to San Diego Unified School District to: Debora Beaver, 4100 Normal Street, Annex 2, San Diego, California 92103. The custodian will also provide security for the Site while the Market is open.

8. **Improvements.** MBAA shall not make any improvements, changes, or alterations or cause same to be made to the Site without prior written authorization from the District's Real Estate staff.
9. **Entry and Inspection.** District reserves, and shall always have, the right to enter upon said property without prior notice for the purpose of viewing and ascertaining the condition thereof.
10. **Assignment.** MBAA shall not assign or sublease this Agreement or any interest herein without the prior written consent of the District. Any such assignment without such consent shall be void.
11. **Compliance with Law.** It shall be the responsibility of MBAA to pay for all taxes or fees associated with its use of the Site during the term of the agreement or any extensions thereof. It will also be the responsibility of MBAA to inform the community surrounding the Site of such use and address concerns of the community, if any. It shall also be the responsibility of MBAA to obtain and pay for the cost of any permits, zoning changes, or approvals necessitated by MBAA's use of the Site.
12. **Assigns.** Time is of the essence in each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and agreements in this Agreement shall extend to and bind any successor or successors of the Parties.
13. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition of this Agreement.
14. **Administration of Agreement; Notices.** Control and administration of this Agreement is under the jurisdiction of the Real Estate staff as to District's interest herein.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective (a) when delivered to the recipient by personal delivery or facsimile transmission, (b) on the second business day after mailing by certified or registered United States mail, or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the Party at the address shown below:

If to MBAA: Mission Bay High School Alumni Association
Attn: Association President
2475 Grand Ave.
San Diego, CA 92109

If to District: San Diego Unified School District
Attn: Superintendent
4100 Normal Street
San Diego, California 92103

- 15. Indemnity.** MBAA agrees to defend, indemnify, protect and hold District, its agents, officers, and employees harmless from and against any and all claims asserted, liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, personal injury, death or property damage, arising from or connected with MBAA's operations, under this Agreement, including challenges to the legality of the Agreement as well as any Workers' Compensation suits, liability, or expense arising from or connected with services performed on behalf of MBAA or by any person pursuant to this Agreement. MBAA's duty to indemnify and defend the District shall survive the expiration or other termination of this Agreement as to any claims occurring prior to its expiration or termination.
- 16. Insurance.** MBAA shall maintain comprehensive general liability insurance coverage which names the District as additional insured on a separate certificate of endorsement with an insurance carrier licensed to do business in the State of California who must have an A+VII or better rating in the current issues of Best's Insurance Guide. Such comprehensive general liability insurance shall be maintained in full force and effect during the term of the Agreement for a combined single limit of a minimum of Two Million and no/100 Dollars (\$2,000,000.00) per occurrence and Four Million and no/100 Dollars (\$4,000,000.00) aggregate. MBAA shall provide District with a Certificate of Insurance attesting this coverage and shall instruct the Insurance Company to give the District ten days written notice of termination or cancellation of any policy provided pursuant to the provision.
- 17. Legal Proceedings.** The Parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes under this Agreement and will determine all rights thereunder.
- 18. Verbal Agreements.** This Agreement contains the complete expression of the whole agreement between the Parties hereto and there are no promises,

representations, agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written agreement between the said Parties.

- 19. Severance.** If any part of the Agreement contained herein is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
- 20. Nondiscrimination.** District, MBAA and all others who from time to time may use the property and facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and the holding and obtaining of employment.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the District and MBAA by their duly authorized representatives.

Mission Bay High School Alumni
Association

San Diego Unified School District

By: _____

Pam Deitz

Mission Bay High School Alumni Association
Association President

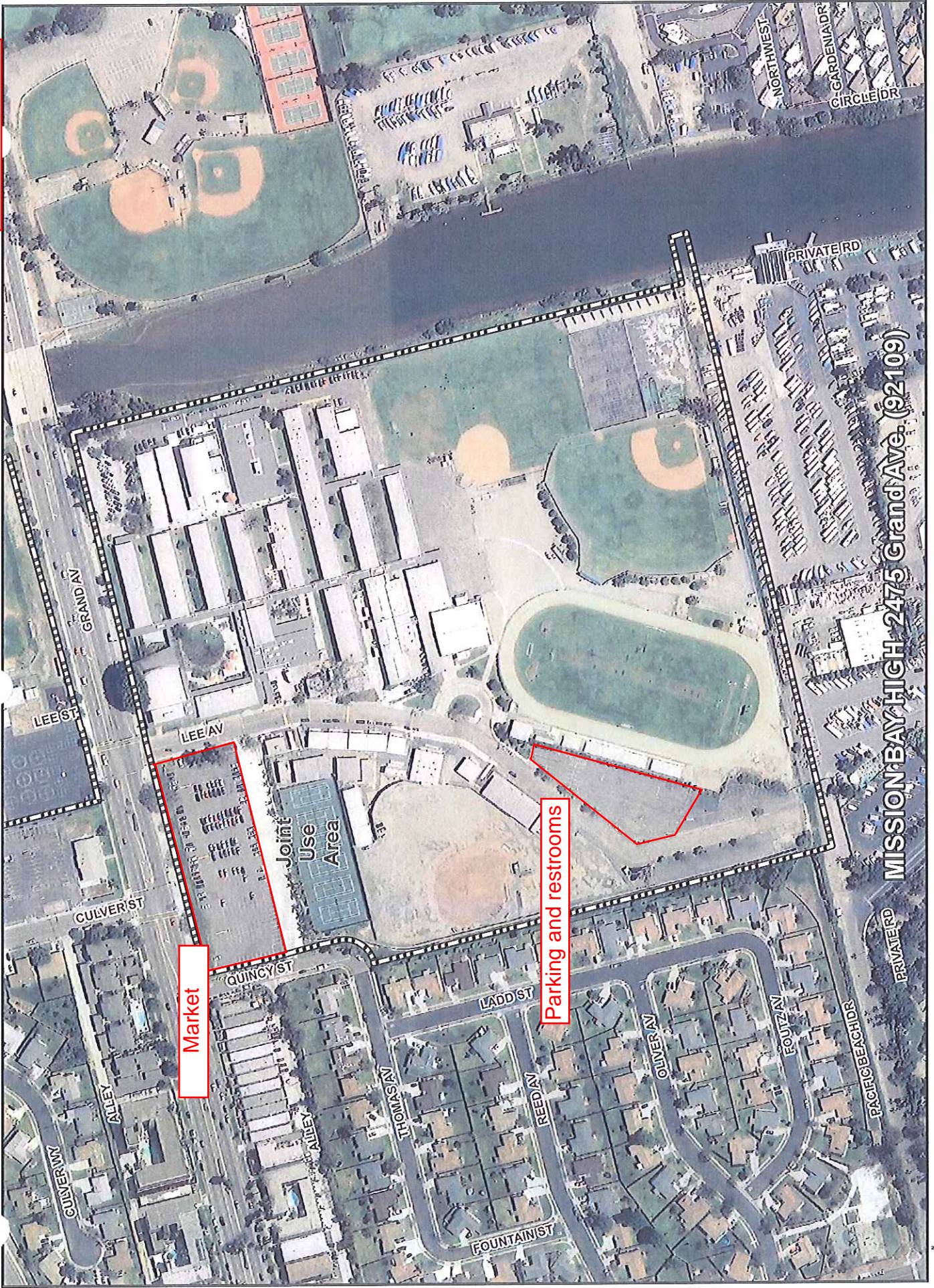
By: _____

Arthur S. Hanby Jr.

Strategic Sourcing and
Contracts Officer

Date: _____

Date: _____



Market

Joint Use Area

Parking and restrooms

MISSION BAY HIGH 2475 Grand Ave. (92109)

