

USE AGREEMENT

Facilities usage agreement between Magnolia Presbyterian Church, 7200 Magnolia Ave., Riverside, CA 92504, and Magnolia Presbyterian Blanco School Program.

1. The parties to this agreement, Magnolia Presbyterian Church (hereinafter referred to as "MagPres"), and Magnolia Presbyterian Blanco School Program (hereinafter referred to as "MPBSP"), hereby agree to the usage of MagPres facilities by MPBSP in accordance with the terms and conditions set forth in this agreement.
2. The terms of this agreement shall start February 1, 2018.
3. The facilities covered by this agreement include the following:
 - A. Middle School room
 - B. Girls and Boys Restrooms next door to room
 - C. Parking Lots
 - D. Cabinets in room clearly marked with the name MPBSP
 - E. All furniture will be provided by MPBSP
 - F. Playground accessibility to be coordinated with Preschool
4. MagPres provides no supervision of the facilities or control over the property when being used by MPBSP. As a rule, MPBSP will follow this schedule:

 Monday through Friday 7:30 AM to 2:00 PM

 Deviations from this regular schedule require one week's advance notice to MagPres.
5. As a condition of the usage of the facilities described herein for the benefit of Justin and Alexis Blanco exclusively, MPBSP agrees to pay \$ 7,500 per month to the MagPres. Payment is due in advance on the first day of each month. MagPres will provide MPBSP an attendance sheet and invoice monthly.
6. Teacher will receive a fixed rate of \$3,200 and the aide will receive \$2,400, for a total charge of \$5,600 a month. Teacher and aide are independent contractors and will be issued a 1099 at the end of the year.
7. Required parking is in the main parking lot. Parking in the office parking lot and back parking lot is restricted for those with limited mobility and those vehicles with valid Disabled Parking Placards.
8. MPBSP will be responsible for the general cleanliness of the room. However, custodial services will be provided on a weekly basis by MagPres.
9. MPBSP shall indemnify and hold MagPres and the other constituent organizations of MagPres, their officers, agents and employees free and harmless from any and all liability, losses, damages, causes of action, claims or judgments arising out of any injuries to persons (including death there from) or damages to property arising out of the occupation of the leased premises by MPBSP or out of the making of alterations or repairs thereon, whether or not due to the actual or claimed negligence (active or passive) of MagPres, any other constituent organizations of MagPres, their officers, agents and employees, together with costs, expenses, and attorney fees incurred in the defense of any action or litigation arising out of the same.
10. MPBSP agrees to abide by the following general rules:
 - A. School room access will be through Potomac Street front entrance.
 - B. All lights (except those on timers), heaters and air conditioners shall be turned off when MagPres grounds and facilities are vacated.

- C. All exterior doors and windows shall be checked and locked when the facility is vacated.
 - D. Smoking is not permitted in our facilities, or anywhere on MagPres property.
 - E. Alcoholic beverages and illegal non-prescription drugs are not permitted on the premises.
 - F. Facilities cannot be sublet or use thereof assigned to any other groups. Facilities are not to be used for any other functions outside the scope of this agreement.
 - G. Any false alarm fees incurred due to false alarm activations directly resulting from MPBSP activities will be paid by MPBSP.
 - H. Personal mishap or any bodily injury that occurs on campus during MPBSP activities must be reported to the church office within 24 hours.
 - I. Animals (including pets) are not permitted on campus except service animals.
 - J. Any damage or breakage to buildings or facilities during MPBSP activities shall be the responsibility of MPBSP and restitution for damage/breakage shall be made before further use is granted.
11. Each party to this agreement shall provide the name and phone number of a person who can be contacted in case a problem or emergency arises.
 12. This agreement may be canceled by either party upon 60 days advance written notice.
 13. Both parties to this agreement shall remain open to requests, complaints, suggestions, and other communications in an atmosphere of mutual cooperation. It is the intention of MagPres to assist MPBSP with its activities whenever feasible; however, none of the rights or privileges of MagPres are assigned to MPBSP through the execution of this agreement.

**Accepted by
Magnolia Presbyterian Blanco
School Program:**

By:


Jacqueline Blanco

Date:

2-1-18

**Accepted by Magnolia
Presbyterian Church:**

By:


Sheryl Eberwein, President

Date:

2-4-18

**Jaqueline Blanco:
951.826.1728**

**Magnolia Presbyterian Church:
951.684.7200**