

FACILITIES USE AGREEMENT GAVILAN GOLF COURSE

This non-exclusive Facilities Use Agreement ("Agreement") is entered into this 1st day of July, 2020 by and between Gavilan Joint Community College District ("District") and the Gavilan Golf Course ("the GGC"); the GGC and the District are collectively referred to herein as "the Parties." This Agreement is entered into with reference to the following Recitals, all of which are incorporated herein by this reference.

WHEREAS, the GGC is organized and exists as a district approved auxiliary service under the laws of the State of California; the District is organized and exists as a public community college district under the laws of the State of California.

WHEREAS, the GGC provides some athletic golf education and training services for Gavilan students when requested by the college district's Athletics Department.

WHEREAS, the District is the fee owner of certain property located at 5055 Santa Teresa Blvd. Gilroy, CA 95020 and commonly referred to as the "Gavilan Golf Course."

WHEREAS, prior to the date of this non-exclusive use agreement, the GGC has used and occupied the Gavilan Golf Course pursuant to agreements and understandings between the District and the GGC ("Prior Agreements").

WHEREAS, by this Agreement, the District and the GGC intend to establish terms and conditions for: (i) GGC non-exclusive use and occupancy of the Gavilan Golf Course facility, subject to the District's use rights set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the District and the GGC, the District and the GGC agree as follows.

1. Premises. The District grants the GGC non-exclusive use and occupancy of the Golf Course Facility (which are collectively referred to herein as the "Premises"), subject to the terms of this Agreement and the District's right to use the Premises pursuant to the terms of this Agreement. The Premises and improvements situated on the Premises are more particularly identified in Exhibit A hereto ("Premises Description"). For purposes of this Agreement, the District and the GGC agree that the facilities on the Premises, and as identified in Exhibit A identified.
 - 1.1. GGC Acknowledgments. The GGC acknowledges that: (i) prior to entering into this Agreement, the GGC has conducted such inspections of the Premises it deems prudent, necessary or appropriate; and (ii) the GGC's use and occupancy of the Premises is in its "AS IS" condition with all faults and defects whether known, unknown, latent or patent as may exist as of the date of this Agreement.
 - 1.2. No District Warranties or Representations. The District has not made, is not making, and the GGC, in entering into this Agreement is not relying upon, any warranties, representations, promises or statements of the District relating to the Premises, except as expressly set forth in this Agreement.
 - 1.3. District Representations. The District's representations relating to the Premises are limited to the following: (i) fee title to the Property upon which the Premises are situated is held by the District free and clear of claims, liens or encumbrances which materially affect or impair the GGC's right to use and occupy the Premises for the training purposes (to include instruction the college may use from time to time); and (ii) subject to ratification of this Agreement by the Governing Board of the District, the District has the authority to enter into this Agreement and to grant the GGC the right to use and occupy the Premises upon the terms and conditions of this Agreement. Except as expressly set forth herein, there are no other warranties or representations of the District to the GGC relating to the Premises.

1.4. District Reserved Rights. In addition to the District's right to use the Premises pursuant to the terms of this Agreement, the District reserves the right to use areas beneath, adjacent to and above the Premises, together with the right to install, use, maintain or replace equipment, machinery, pipes, conduit, wiring or other similar items/equipment/materials in, on, about or through Premises, provided that such uses do not materially and unreasonably interfere with the GGC's use and occupancy of the Premises for the training purposes (to include instruction the college may use from time to time).

2. Term.

2.1. Initial Term. The Initial Term of this Agreement is five (5) year(s), commencing as of the Term Commencement Date (as hereinafter defined) unless earlier terminated pursuant to the provisions hereof.

2.2. Renewal Terms. Provided that the GGC is not then in default of obligations under this Agreement, upon the expiration of the Initial Term or the then current Renewal Term, as applicable, the GGC shall have the option to the renew the Term of this Agreement three (3) additional Renewal Terms, each of which shall be for a term of five (5) years.

2.2.1. GGC Exercise of Renewal Terms Options. Not more than one-hundred eighty (180) days and not less than sixty (60) prior to the expiration date of the Initial Term or the then current Renewal Term, as applicable, the GGC shall deliver written notice to the District of the GGC's election to exercise the option for the next Renewal Term. Failure of the GGC to exercise a Renewal Term Option in strict conformity with the foregoing shall be deemed the GGC's knowing waiver of the option to renew the Term and this Agreement shall terminate as of the expiration date of the Initial Term or the then current Renewal Term, as applicable.

2.2.2. Application of Agreement Terms to Renewal Terms. If the GGC exercises the option for a Renewal Term, rights and obligations of the District and the GGC during each Renewal Term shall be in accordance with the terms of this Agreement.

2.2.3. Surrender of Premises. Upon the expiration of the Initial Term, a Renewal Term or the earlier termination of this Lease, the GGC shall quit and surrender possession of the Premises to the District in good order and in the condition received, reasonable wear and tear excepted. Prior to expiration of the Initial Term or a Renewal Term or the earlier termination of this Agreement, the GGC shall cause all of the GGC's personal property to be removed from the Premises and the GGC shall repair, replace or otherwise correct any damage to the Premises resulting from removal of the GGC's personal property.

2.2.4. Termination; Hold-Over. If the GGC holds-over after expiration of the Initial Term, the earlier termination of this Agreement, or after expiration of the last Renewal Term, as applicable, such occupancy of the Premises shall be at sufferance only and shall not be deemed a renewal or extension of the Initial Term or a Renewal Term.

2.3. Ratification and Approval of Agreement.

2.3.1. Governing Boards Ratification or Approval. The District and the GGC shall each cause an agenda item to be placed on the first regularly scheduled public meeting of their respective Governing Boards after the date of this Agreement for their Governing Boards to ratify or approve this Agreement and to authorize their respective employees to execute this Agreement and take actions necessary to implement this Agreement.

2.3.2. Agreement Effective Date; Initial Term Commencement Date. The Effective Date of this Agreement ("Agreement Effective Date") shall be the date this Agreement is approved or ratified by the both Governing Boards of the GGC and the District. The Agreement Effective shall be the commencement date of the Initial Term of this Agreement. The GGC and the District shall each execute a counterpart copy of Exhibit B (FF&E) to this

Agreement (“Initial Term Commencement Date Certification”) and deliver such executed counterpart copy of Exhibit B to the other (if applicable).

2.3.3. Termination of Prior Agreements. As of the Commencement Date of the Initial Term all rights and obligations of the District and the GGC under the Prior Agreements shall be extinguished and all such Prior Agreements are deemed terminated as of the Commencement Date of the Initial Term, without further action of the District or the GGC.

2.3.4. No Effect on Other Agreements. To the extent that there are agreements which now exist or may exist in the future, other than the Prior Agreements between the GGC and the District or between members of the GGC relating to Public Safety Training at the Premises, including without limitation Instructional Service Agreements between the District and the GGC, no rights, obligations, terms or conditions of such other agreements are affected by this Agreement.

3. GGC Premises Use and Occupancy.

3.1. GGU Activity, Services, and Education Use. Subject to the use rights of the District as set forth in this Agreement, the GGC shall have the right to the non-exclusive use of the Premises for purposes of providing golfing auxiliary services and training to the college and its community. The GGC use and occupancy of the Premises shall be, at all times, in strict conformity with all applicable laws, regulations and rules. All personnel, whether independent contractors to the GGC or employees of the GGC, providing such services at the Premises shall be duly licensed, permitted, approved or certified as required by the nature of the services provided.

3.2. Prohibited Uses. The GGC shall not and shall not permit the Premises or any portion thereof to be used: (i) for any purpose other than the auxiliary services defined; (ii) in violation of District’s Gavilan College Rules and Regulations in effect as of the Agreement Effective Date and as modified from time-to-time during the Initial Term or a Renewal Term of this Agreement; or (iii) in violation of any applicable law, rule or regulation in effect as of the Agreement Effective Date, amendments thereto and as enacted during the Initial Term or a Renewal Term.

3.3. Limitations on GGC Uses of the Facility. The GGC shall limit their public, college, and community services and training and educational use to areas designed as the defined areas in Exhibit A, the parking lot, the area commonly known as the “Golf Course or Driving Range or such related adjacencies”, and any portion of the property not designated as “related land” as part of the original field improvements plan when the facility originally designed and built.

3.4. Compliance with Environmental Laws. At all times the GGC’s use and occupancy of the Premises, the GGC shall comply with all laws, rules and regulations relating to environmental quality, health, safety, and the transportation, storage, use and disposal of hazardous materials or toxic materials.

4. Facilities Use Fee and Additional Facilities Use Fee by way of “Net Revenue-Sharing” arrangement.

4.1. Facilities Use Fee in the form of “net revenue sharing proceeds.”

4.1.1. Quarterly Facilities Use Fee aka “Net-Revenue-Sharing” Proceeds. In consideration for non-exclusive use and occupancy of the Premises, the GGC and the District will fund the Facilities Use Fee through a net-revenue sharing arrangement where both parties will share 50% of the net proceeds after expenses. Revenues should be collected by the GGC operator through the approved menu pricing charged to the public. Proceeds from such revenues will be true-up and reconciled on a quarterly basis with the expectation net revenues will be shared 50% between both parties. In the event expenses exceed revenues during the quarterly true-up reconciliation period, each party will also share 50% of the costs of such balance. Shared-revenues payment shall be made by the GGC to the District quarterly and shared expenses/loss will be invoiced to the District by the GGC quarterly.

- 4.1.2. Additional Facilities Use Fee (aka "Direct Costs" Reimbursements). In the event applicable, any other amounts due beyond the revenue sharing arrangement in 4.1.1 and the reciprocity of District's need for instructional use of the facilities by District's students, will be reimbursed by the GGC to the District pursuant to the terms of this Agreement are deemed "Additional Facilities Use Fee" or "Direct Costs" reimbursements and shall be due and payable from the GGC upon presentation of a billing statement by the District. Unless otherwise expressly provided between the parties, the term "Facilities Use Fee" may include Additional Facilities Use Fee or "Direct Costs" reimbursements but shall be clearly stated on the quarterly true-up reconciliation statement by the District.
- 4.2. GGC Facilities Use Fee Payments – "Net Revenue Sharing" proceeds. Facilities Use Fee due from the GGC to the District under this Agreement shall be made when due without demand, offset or deduction in lawful money of the United States to the District at: Gavilan College, 5055 Santa Teresa Boulevard, Attn: Business Services, Gilroy, California 95020 or such other place as the District may designate from time-to-time. Payments shall be first applied to any accrued late payment interest or penalties and the remaining balance applied to Facilities Use Fee, then to Additional Facilities Use Fees, then to any other payment obligation of the GGC to the District under this Agreement.
- 4.3. Reimbursable Direct Costs and Expenses. If applicable, the GGC shall reimburse the District, as part of Additional Facilities Use Fees, any maintenance and repair services, janitorial services and solid waste disposal services provided at the Premises. The following reimbursable costs and expenses shall be invoiced by District on a quarterly basis and shall be due and payable within thirty (30) days of the date of the District's invoice.
- 4.3.1. Building Equipment/Systems Maintenance. The District will maintain the roof, structural elements and building mechanical, electrical and plumbing equipment/systems serving the facilities situated on the Premises by procuring services to complete manufacturer recommended scheduled maintenance activities for such building equipment/systems. The GGC and the District will be equally responsible for all fees, costs or expenses to complete such scheduled maintenance activities as it is calculated on the quarterly shared net revenues true up. No scheduled maintenance of building equipment/systems shall be completed by the GGC or vendors/contractors to the GGC without written consent by the District. All scheduled equipment and systems maintenance costs will be quoted by the District prior to any scheduled work and or costs.
- 4.3.2. Building Equipment/Systems Repairs. If during its use and occupancy of the Premises, building mechanical, electrical or plumbing equipment/systems require repair or replacement, upon written notice from the GGC identifying the specific item(s) of such building equipment/systems and the nature of the required repair or replacement, the District will promptly contract with a service vendor/contractor to complete such repair or replacement. The GGC shall reimburse the District for all fees, costs or expenses to complete such repair/replacement activities as Additional Facilities Use Fees. No repair or replacement of building equipment/systems shall be completed by the GGC or vendors/contractors to the GGC without written consent by the District. All scheduled equipment and systems maintenance costs will be quoted by the District prior to any scheduled work and or costs.
- 4.3.3. District Building Equipment/Systems Rights. During the Term or a Renewal Term, the District reserves the right to add, delete, improve or otherwise modify building equipment/systems serving the facilities at Premises without liability to the GGC provided that the additions, deletions, improvements or other modifications do not unreasonably impair the GGC's use or occupancy of the Premises for the training purposes (to include instruction the college may use from time to time).

- 4.3.4. Janitorial Services. The District and District personnel may upon request provide regular daily janitorial services of any buildings at Premises so that the conditions thereof are maintained in a safe, sanitary, neat, clean and orderly manner, including without limitation, emptying trash bins/cans, light dusting of exposed surfaces, vacuum of carpeted flooring, sweeping and light mop cleaning of other floor surfaces. Costs, fees and expenses to complete daily janitorial service are Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D. To the extent the GGC requires additional janitorial service above and beyond the foregoing, the GGC may request such additional janitorial services in writing to the District and such additional janitorial services shall be completed by the District's personnel with the costs thereof billed to the GGC as Additional Facilities Use Fees. The GGC is solely responsible, at its cost and expense to maintain all other areas of the Premises in a safe, sanitary, neat, clean and orderly manner.
- 4.3.5. Solid Waste Disposal Services. District may provide solid waste disposal services serving the Premises, provided that: (i) disposal services specifically exclude all hazardous or toxic materials; (ii) the GGC is responsible for placement of solid waste for disposal in waste bins situated at the Premises; and (iii) District shall not be liable to the GGC and District shall not be deemed in breach or default of District obligations under this Agreement if there is any disruption, interruption or cessation of solid waste disposal services (or any damage, costs or expenses resulting therefrom) for any reason other than District's failure to pay undisputed solid waste disposal fees when due. All fees, costs and expenses relating to solid waste disposal services for the Premises are Additional Facilities Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
- 4.3.6. District FFE Maintenance. If applicable and identified within Exhibit B, the District FFE will be maintained by the District without cost to the GGC unless otherwise stated in Exhibit B. The foregoing notwithstanding, the cost of repair, restoration or replacement of damage or destruction of District FFE caused by the GGC, its employees, agents or representatives, shall be borne by the GGC.
- 4.3.7. Security. District may provide routine Public Safety patrol services the Premises during regular business hours of operation. Public Safety patrol services are limited to such regular hours of college operations, but if GGC decides to have additional events outside regular hours, which would require additional security support or over-time due to schedule impacts, GGC will be solely responsible for such costs. Proportional costs, fees and expenses of District provided Public Safety patrol services are Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D. The GGC may recommend and provide, at its own costs, security services (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
5. Utility Services. If applicable and defined in Exhibit D, any electrical power, domestic water, natural gas and telephone utility services serving the Premises that are provided by the District pursuant to accounts between the District and utility service providers. As of the Agreement Commencement Date, the District may terminate and discontinue all District provided utility services to the Premises. Thereupon, the GGC is solely and exclusively responsible for obtaining utility services serving the Premises by accounts between the GGC and utility service providers. The GGC is solely responsible for the full and timely payment of all utility service charges during the Term (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
6. District Premises Use. The GGC's right to non-exclusive use and occupancy of the Premises is subject to the District's Premises use rights as set forth herein. If applicable:

- 6.1. Dedicated District Premises Use. The following portions of areas and buildings as indicated within Exhibit A are dedicated for exclusive use by the District, without costs, fees or expense to the District. The GGC shall not be permitted access to, use or occupancy of such areas of the Premises dedicated for exclusive District use, which may be granted, conditioned or denied in the sole discretion of the District. If the District grants the GGC the right to access, use or occupy any such area of the Premises dedicated for District use is subject to Additional Facilities Use Fees (aka "Direct Costs" reimbursements) as mutually agreed and incorporated by reference in Exhibit D.
- 6.2. District Requested Premises Use. The District may request that the GGC consent to the District's use of areas of the Premises other than the Premises areas dedicated for District use by a written request setting forth: (i) the area(s) of the Premises requested for District use; (ii) the requested dates/times of District use; and (iii) a general description of the intended use of such other area(s) of the Premises. Unless the Premises area(s) requested for use by the District is subject to a previously scheduled GGC use, the GGC shall consent to such request. The District's use of such other area(s) of the Premises shall be without costs, fees or expenses to the District. GGC may request pro-rata facility use fee credit for such use if beyond *de minimus* in nature and if such use is scheduled for more than one workday.
7. Improvements and Alterations. The GGC shall not make, nor permit to be made, any alterations or improvements to the facilities at the Premises, without first obtaining written consent from District which may be withheld, granted or conditioned in the sole discretion of District. All improvements to the facilities at the Premises, including design, installation and construction and any and all subsequent maintenance, repairs and replacements thereof shall be at the sole cost and expense of the GGC. Upon expiration of the Term of this Agreement, all improvements or alterations to the Premises made by the GGC pursuant to the foregoing shall become the sole property of the District. The GGC shall execute such documents and take such actions as requested by the District to effectuate conveyance of all such improvements and alterations to the District, without cost or expense to the District.
8. GGC Indemnity. To the fullest extent permitted by law, the GGC shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, individual members of the Board of Trustees, agents and representatives (collectively "the Indemnified Parties") from any and all claims, actions, demands, losses, responsibilities or liabilities for: (i) injury or death of persons; (ii) damage, loss or destruction of property; (iii) other damages, costs, losses or charges arising out of or attributable, in whole or in part, to the GGC use or occupancy of the Premises; or (iv) any breach or default in the performance of any obligation to be performed by The GGC under this Agreement. The foregoing shall include without limitation, reasonable attorneys' fees and costs incurred by the Indemnified Parties and shall survive the termination of this Agreement or expiration of the Term of this Agreement, until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
9. Insurance.
- 9.1. The GGC Insurance. The GGC shall at its own expense obtain and maintain the following insurance coverages at all times during the Term hereof.
- 9.1.1. Comprehensive General Liability Insurance. The GGC shall obtain and maintain a comprehensive general liability insurance, with coverages to include, but not be limited to, the Premises liability, personal injuries, death of persons, product liability, and completed operations, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. Comprehensive general liability and automobile liability policies shall provide an endorsement naming the District, its officers, agents, and employees as Additional Insureds and shall further provide that such insurance is primary insurance of self-

insurance maintained by the District and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the GGC's insurance.

- 9.1.2. The GGC Comprehensive Automobile Liability Insurance. The GGC shall obtain and maintain a comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- 9.1.3. The GGC Workers Compensation/Employers Liability Insurance. The GGC shall obtain and maintain workers compensation insurance with coverage limits in accordance with applicable law. As an additional endorsement under the GGC's workers compensation insurance or as a separate policy of insurance, the GGC shall maintain Employers Liability insurance with coverage limits of at least One Million Dollars (\$1,000,000).
- 9.1.4. Insurers. The insurance coverages required of the GGC pursuant to the foregoing may be obtained by The GGC through a commercial insurer authorized to issue policies of insurance under California law or through a Joint Powers Authority of which the GGC is a member and which is authorized to issue policies of insurance. If a policy of insurance is obtained from a commercial insurer, the insurer must be AM Best rated at least A-/VII.
- 9.1.5. Waivers of Subrogation. Each policy of insurance required to be carried hereunder shall contain a waiver by the insurer of any right to subrogation against the other party and the other party's agents, insurers, employees and contractors which might arise by reason of any payment under such policy or by reason of any act or omission of the other party and the other party's agents, employees or contractors.

9.2. District Insurance. District shall obtain and maintain fire and property damage insurance insuring the improvements situated on the Premises against loss caused by fire and other risks, including steam boiler insurance, if applicable, vandalism, windstorm, sprinkler leakage and malicious mischief, insuring the structures and improvements for one hundred percent (100%) of the full replacement cost.

9.3. Adjustments to Policies of Insurance/Coverage Limits. Upon the commencement of a Renewal Term, the District may modify the required policies of insurance to be obtained by the GGC and/or modify the minimum coverage limits for a policy of insurance to be obtained by the GGC. Any such adjustments shall be based on the then commercially reasonable required policies of insurance for facilities similar in size, scope and use as the Premises and/or the then commercially reasonable minimum coverage limits.

10. Termination.

10.1. GGC Defaults Defined. The GGC shall be in default of its obligations under this Agreement if any of the following events occur (collectively referred to as "the GGC Defaults"): (i) the GGC shall have failed to pay Facilities Use Fee when due and such failure persists for a period of five (5) days after written notice by District to the GGC, provided that such five (5) day period shall be in lieu of, and not in addition to, notice requirements set forth in Code of Civil Procedure §1161 or any similar/successor statute; (ii) the GGC shall have failed to perform any term, covenant or condition of this Agreement except those requiring the payment of Facilities Use Fee, and the GGC fails to commence to cure the GGC Default within ten (10) days of District written notice to the GGC of the occurrence of an event of a GGC Default and diligently thereafter prosecute such cure actions to completion (iii) the GGC uses or occupies the Premises for the training purposes (to include instruction the college may use from time to time); or (iv) The GGC fails to possess all required or necessary permits, licenses, approvals or other governmentally issued authorizations for conducting public safety training and education programs. In the event of any GGC Default,

District shall have the right to exercise all rights and remedies available to District whether arising under this Agreement or by operation of law.

- 10.2. GGC Default Remedies. If an event of a GGC Default occurs, the District may terminate this Agreement by written notice to the GGC, with such termination shall be effective as of the date set forth in the District's Termination Notice. Notwithstanding termination of this Agreement for the GGC Default, the GGC shall remain liable for all Facilities Use Fee accruing prior to the effective date of termination of this Agreement for GGC Default.
- 10.3. District Defaults. The District shall be in default under this Agreement if the District fails to perform obligations required by District within ten (10) days after written notice by the GGC to the District specifying what obligations District has failed to perform. If the nature of the District's failure to perform is such that more than ten (10) days is required for performance, District shall not be in default if during said time period the District commences performance and thereafter diligently prosecutes the same to completion.
- 11. Inspection. District shall have the right to enter Premises, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose.
- 12. Assignment And Subletting Prohibited. The GGC shall not sell, encumber, transfer, assign, mortgage, pledge or hypothecate the GGC's interest in this Agreement and shall not sublet the Premises, improvements thereon or any portion thereof.
- 13. Miscellaneous.
 - 13.1. Successors. This Agreement and the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of the GGC and District.
 - 13.2. Time. Time is of the essence in the performance and completion of obligations under this Agreement.
 - 13.3. Force Majeure. Whenever a period of time is herein prescribed for action to be taken the District or the GGC (except for the obligation of the GGC to pay the Facilities Use Fee), then neither Party shall be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, epidemic/pandemic outbreaks of infectious disease or any other public health crisis outbreak, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, riots, floods, washouts, explosions, earthquakes, fire, storms, acts of the public enemy, wars, insurrections and any other similar cause not reasonably within the control of the District or the GGC.
 - 13.4. Notices. Any notice required or desired to be given under this Agreement shall be transmitted by: (i) email and (ii) United States Mail, Certified, Return Receipt Requested with postage fully prepaid and addressed to the parties to this Agreement as follows:

If to District:
 Vice President of Administrative Services
 Gavilan Joint Community College District
 5055 Santa Teresa Boulevard
 Gilroy, California 95020
 Email: _____

If to GGC:
President/CEO

Email: garilangolcourse@gmail.com

Provided that notices are transmitted in accordance with the foregoing, notices shall be deemed delivered twenty-four (24) hours after the email transmittal.

- 13.5. Captions and Titles. Captions and titles used in this Agreement are for convenience only and are not intended to be used in the construction or in the interpretation of this Agreement.
- 13.6. Invalid Provisions. In the event any provision of this Agreement is deemed void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed herefrom without affecting enforcement or validity of remaining provisions hereof, which shall continue in full force and effect.
- 13.7. Governing Law; Interpretation. This Agreement shall be interpreted and governed by the laws of the State of California. This Agreement shall be interpreted as a whole, in accordance with its fair meaning and not strictly for or against the GGC or the District.
- 13.8. Authority To Execute. Each individual executing this Agreement on behalf of the GGC and the District represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the GGC or the District, as applicable, and to bind the District and the GGC to the terms hereof, subject to ratification or approval of this Agreement by the governing boards of the GGC and the District.
- 13.9. Amendments. This Agreement may be amended only by written instrument duly executed by the District and the GGC which is approved or ratified by the governing boards of the District and the GGC
- 13.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute the same agreement.
- 13.11. Entire Agreement. This Agreement and the following contain the entire understanding of the GGC and the District concerning the subject matter hereof

- Exhibit A Premises Description
- Exhibit B Furniture, Fixtures, and Equipment – FFE
- Exhibit C Facility Use Fee Schedule
- Exhibit D Additional Facility Use Fees/Direct Cost Reimbursement Schedule

IN WITNESS WHEREOF, the District and The GGC have executed this Agreement as of the day and year first above written.

“DISTRICT”
GAVILAN JOINT COMMUNITY
COLLEGE DISTRICT

“GGC”
DONNIE DE LORENZO,
GAVILAN GOLF COURSE

By: MICHAEL JOHN RENZI, JD

Title Vice President, Administrative Services

By: 
Title Operator / Gavilan Golf Course

EXHIBIT A
Premises Description

(Satellite view of the property address ("Premises") as depicted by Google Maps)



EXHIBIT B
Furniture, Fixtures, and Equipment – FFE

No FF&E listed at this time.

EXHIBIT C
Facility Use Fee Schedule

Upon execution of this non-exclusive use agreement by both parties, each party shall reconcile the quarterly P&L statements associated with the Golf Course revenues and expense activity in order to determine the net-revenue-sharing amount that was generated within that quarter, then divided equally between both parties. The amount allocated to the District shall be deemed as auxiliary revenue collected in reciprocity of the non-exclusive use of the facility by the GGC operator and the public. Any use for purposes of instruction shall always take priority, and the District will incur the normal costs associated with utilities and other direct costs. GGC will incur any direct costs that are outside the normal costs of utilities.

EXHIBIT D**Additional Facility Use Fees and/or Direct Cost Reimbursement Schedule**

The following is incorporated by reference of proportional direct cost expenses the District may incur, but if in addition to normal monthly cost exceed (normal operations of the District), GGC may be required to reimburse the District on a monthly or quarterly basis due to the extent such additional support was requested by the GGC. Such direct costs may include, but not limited to:

1. Janitorial Services
2. Security Services
3. Grounds
4. Maintenance
5. Utilities / Sewer/ Gas / Waste
6. Parking Lot