

ACKNOWLEDGEMENT, ADDENDUM AND AGREEMENT REGARDING FACILITY USE

THIS ACKNOWLEDGMENT, ADDENDUM, AND AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE NATOMAS UNIFIED SCHOOL DISTRICT ("DISTRICT") AND [NAME OF FACILITY USER] ("FACILITY USER" AND TOGETHER WITH DISTRICT, THE "PARTIES") IN ORDER TO FACILITATE CONTINUED USE OF DISTRICT FACILITIES IN ACCORDANCE WITH THE CIVIC CENTER ACT AND IN LIGHT OF REOPENING OF DISTRICT FACILITIES TO COMPORT WITH STATE AND LOCAL HEALTH AND SOCIAL DISTANCING REQUIREMENTS, AS FOLLOWS:

RECITALS

WHEREAS, the District and Facility User are parties to a Facility Use Agreement, dated [REDACTED], 2020 ("FUA") for use of [REDACTED] ("Facilities") by Facility User, which FUA expires [REDACTED], 2020]; and

WHEREAS, pursuant to federal, state and local guidance and/or order, District campuses and facilities have, since March 13, 2020, been closed to the public due to the health concerns surrounding the outbreak of novel coronavirus ("COVID-19"), except for the continuation of certain essential District operations and activities;

WHEREAS, the District has, during this period of COVID-19 closure, suspended all Civic Center facility use, including the use by Facility User of the Facilities pursuant to the FUA; and

WHEREAS, the County of Sacramento ("County"), through its Health Officer, has updated its COVID-19 shelter-in-place and social distancing protocols by Order, dated May 26, 2020 (the "Order") to permit reopening of certain facilities, businesses and organizations, such that Facility User may begin use of the Facilities, subject to agreement to and acknowledgement of, such health and safety protocols contained in the Order.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

1. Facility User Acknowledgement and Agreement.

- 1.1. Facility User hereby (i) acknowledges that it has received a copy of, has read and understands, and (ii) agrees it will comply with the Order as it pertains to social distancing protocols, as such Order may be amended, updated, or superseded from time to time. The Order may be found as of the date hereof on the County website at <http://COVID19.saccounty.net> and, as indicated on the County website, the County has agreed to make copies available to members of the public, upon request.

- 1.2. As the Order contemplates additional requirements for facility readiness, including deep cleaning of facilities to prevent the spread of COVID-19, Facility User agrees that such deep cleaning/sanitation and other facility readiness requirements will be performed by or at the direction of the District before and after Facility User's use, in order to ensure that the standards for cleanliness and readiness are met in accordance with the Order, and that Facility User will bear the cost of such additional cleaning, readiness and/or sanitation as it relates to Facility User's use of the Facility (including, without limitation, cost of labor and supplies). Such costs will be in addition to the costs indicated on the current District facility use fee schedule adopted by the District's governing board for the current term.
 - 1.3. Facility User further acknowledges and understands that the Order sets forth limitations on group gatherings and events, and additional requirements pertaining to social distancing, face coverings, hygiene, disinfection/sanitation (including frequent disinfecting and cleaning of all high-contact surfaces during Facility User's use of District's facility), symptom checks and screening procedures, temporary signage, and related measures pertaining to the operation of Facility User's program and activities to prevent the spread of COVID-19. Facility User agrees that Facility User, at its sole cost and expense, shall be solely responsible for developing and enforcing proper protocols and procedures, and otherwise ensuring compliance with these requirements by Facility User and Facility User's employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, invitees, staff, and spectators.
 - 1.4. Additionally, Facility User shall have protocols in place and take all precautions necessary to ensure Facility User and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, staff, invitees, and spectators do not enter District facilities, grounds, or property when they are sick, and do not return until they have met applicable criteria to discontinue home isolation. Facility User understands and agrees that Facility User will promptly notify District upon learning or discovering someone is or becomes sick, and shall inform District, to the extent possible, of all areas used or visited by said person.
2. Indemnity and Hold Harmless. To the fullest extent permitted by California law, subject to Education Code section 38134(i), as applicable, Facility User agrees to indemnify, defend, and hold harmless District, its Board, the individual members thereof, and all District officers, employees, consultants, representatives, and agents from and against any and all actions, claims, suits, demands, costs (including, without limitation, attorneys' fees and costs), losses, penalties, expenses, fines and liabilities of any kind, nature, and description directly or indirectly resulting from, arising out of, or in any manner connected with Facility User's use of or presence in, upon, or about District facilities, grounds, or equipment or User's performance of the FUA, including, but not limited to, personal or bodily injuries, illnesses, or bacterial or viral infections, death, property damage or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines (including, without limitation, those issued by the Centers for Disease Control and Prevention ("CDC"), Governor, and/or State or County Public Health Officer), unless such claims are caused wholly by the sole negligence of District in the ownership and maintenance of District's school facilities or grounds.

3. As-Is Basis. Facility User acknowledges, understands, and agrees that the District's school facilities, grounds or equipment are being provided to Facility User on an "as-is", "where-is" and "with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever, including, without limitation, any representation or warranty of fitness or suitability for Facility User's particular use or purposes. It is further acknowledged, understood, agreed, and represented that, prior to using any District facility, grounds, or equipment, Facility User shall inspect the requested facility or grounds, including appurtenant facilities or grounds, and/or requested equipment, and by using the facilities, grounds, and/or equipment, Facility User stipulates and agrees that the facilities, grounds, and/or equipment are clean, safe, and in usable condition, that Facility User is satisfied with the condition, suitability, and fitness thereof, and accepts the same as being safe, in good and sanitary order, condition and repair, and reasonably suited for Facility User's purpose. Applicant expressly waives any and all claims for defects.
4. Assumption of Risk. Facility User understands and acknowledges that, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others, including, without limitation, accident, personal or bodily injury, illness, viral or bacterial exposure or infection, and/or death, and that engaging in such activities may be dangerous. Facility User agrees that District cannot ensure the safety of Facility User or Facility User's employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, family, heirs, staff, invitees, and spectators from risks associated with COVID-19 or other related or similar pandemics. Facility User, on behalf of itself and its employees, volunteers, participants, partners, officers, members, agents, contractors, customers, guests, family, heirs, staff, invitees, and spectators (collectively and individually, "Facility User Group"), HEREBY ACKNOWLEDGES AND ASSUMES FULL RESPONSIBILITY FOR AND RISK OF ACCIDENT, PERSONAL OR BODILY INJURY, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, AND/OR DEATH to Facility User or any member of Facility User Group from, or in any way associated with, COVID-19 or other related or similar pandemic that directly or indirectly results from, arises out of, or in any manner is connected with Facility User's or the Facility User Group's use of or presence in, upon, or about District facilities, grounds, property, or equipment. This assumption of responsibility and risk includes, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.
5. The FUA is hereby incorporated into this Agreement by this reference and supplemented and amended to the extent set forth herein. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between the District and Facility User. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
6. All other provisions of the FUA shall remain in full force and effect and are reaffirmed. If there is any conflict between this Agreement and any provision of the FUA, the provisions of this Agreement shall control.
7. The Parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to affect the purposes of this Agreement.

ACCEPTED AND AGREED on the date indicated below:

Dated: June _____, 2020

Dated: June _____, 2020

NATOMAS UNIFIED SCHOOL DISTRICT

[NAME OF FACILITY USER]

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____