

**USE AGREEMENT BETWEEN THE COASTSIDE TENNIS  
ASSOCIATION  
AND CABRILLO UNIFIED SCHOOL DISTRICT  
FOR THE TENNIS COURT FACILITY  
LOCATED AT HALF MOON BAY HIGH SCHOOL**

THIS AGREEMENT, made and entered into this 24th day of February, 2015, by and between the COASTSIDE TENNIS ASSOCIATION, a non-profit 501(c)(3) organization, hereinafter called "CTA" and the CABRILLO UNIFIED SCHOOL DISTRICT, hereinafter called "District".

**WITNESSETH:**

WHEREAS, the parties hereto have mutual goals of making the tennis court facility located at Half Moon Bay High School, Lewis Foster Drive, City of Half Moon Bay available for greater Coastside community use; and ensure the facility is properly maintained.

WHEREAS, the public interest, convenience, and necessity will be served thereby;

NOW, THEREFORE, said parties, acting by and through their respective governing bodies, do hereby mutually covenant, promise, and agree, pursuant to the authorization herein above referred to, as follows:

1. **USE OF THE TENNIS COURTS:** Starting from the Agreement date above, CTA and its members shall have the right of access to the tennis courts located at Half Moon Bay High School, Half Moon Bay, California, for recreational purposes under the following terms and conditions:

- (A) During school hours. However, the District shall retain priority use of the tennis courts during school hours on all days when school is in session during the months of August through June, inclusive, and on non-school days when school sanctioned events requiring use of the tennis courts (e.g. Cougar Tennis Team practices) have been scheduled.
- (B) For purposes herein, "school hours" shall mean the hours between 7:30 am and 3:00 pm Monday through Friday, inclusive, except when there are scheduled programs or activities extending beyond the designated school day, in which case the school day shall be co-extensive with the activity.
- (C) During school hours, members of the CTA using the tennis courts shall check-in to the school office prior to use and shall check-out prior to leaving the campus. To ensure CTA members are the only public using the courts during school hours, the CTA shall provide the school with an updated list of current CTA members in January and August of each school year.
- (D) During non-school hours.

(E)The CTA President and Half Moon Bay High School Principal or their respective designees shall meet as necessary to prepare a schedule for District / High School and CTA events / activities / leagues / tournaments / lessons, etc. (including CTA members who are private instructors and Boys & Girls Club Rec) for use of the tennis courts in order to ensure that CTA's use of the facilities does not conflict with District's use for school purposes.

2. **OPERATIONAL RESPONSIBILITY:** The CTA will be responsible for taking the lead role for court usage including but not limited to court reservation/scheduling, setting the reservation schedule, determining and collecting fees to be paid and other requirements; determining and posting facility rules/regulations/guidelines for users to follow.

CTA shall comply with all of the rules, regulations and the safe use pertaining to school property. The parties shall comply with all other applicable policies that have been adopted by the District. District shall provide CTA with a copy of all applicable policies and shall notify CTA of any changes in applicable policies.

3. **TENNIS COURT MAINTENANCE:** The CTA President or his/her respective designee shall also prepare an annual tennis facility maintenance budget for the use of the tennis facility and make available upon request to the District Superintendent or his/her designee for the district's review and input. Although CTA staff/labor shall endeavor to properly maintain the tennis facility and provide a safe use environment, the CTA, its members and Board members accept no responsibility, legal or otherwise for any incident or event resulting in physical or financial harm to anyone using the tennis facility at any time.

4. **OPERATIONAL COSTS:** At the time the annual maintenance budget (Section 3 above) is prepared, the CTA President and District Superintendent and/or their designees shall determine how the CTA and District shall fund the actual costs of operating the tennis court facility (operational costs).

"Operational Costs" shall mean:

- a) Supplies: light replacement, brooms, squeegees, cleaning materials and equipment, trash cans, nets, wind screens, signage, portable bathroom, etc.
- b) Metered costs for electrical for the lights.
- c) Repairs needed to maintain the operation of the tennis facility. These repair items shall not exceed \$5,000 per repair item. All repair items that exceed said amount shall, in the first instance, be mutually approved in writing by the CTA President and the District Superintendent or their designees. However, the District reserves the right to make any repair to the tennis facility without written approval of the CTA and then shall be fully responsible for the cost of said

repair. In this instance, the District shall notify the CTA of its decision to make a repair and provide a timeline for said repairs to be completed. All repair work shall be authorized in advance by the District, and all repairs shall become the property of the District.

5. **TENNIS FACILITY CAPITAL IMPROVEMENTS:** Capital improvement is defined as any enhancement to the tennis court facility which improves building or site that exceeds \$5,000. This includes purchase of new equipment and/or replacement of obsolete buildings/equipment but does not include repair items that do not exceed \$5,000 per item.

When the cost of capital improvements are shared, they shall be planned jointly, and must be approved jointly. Financing of capital improvements shall be decided on a case-by-case basis. The parties shall endeavor to take advantage of joint grant applications for funds for capital improvements. The District reserves the right to make capital improvements at its cost without CTA approval.

6. **FEE STRUCTURE:** CTA and/or District reserve the right to assess fees for use of the tennis court facilities. CTA will take the lead to determine a fee schedule as part of Section 2 above for approved users who may schedule/reserve the use of the courts/facility.

7. **INSURANCE:** At all times during the term of this Agreement, CTA shall procure and maintain a comprehensive commercially available liability policy insuring CTA against liability incident to the use of the tennis facility. The policy shall name the District as an additionally insured party. The limit of such insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate, covering all claims for death, personal injury, and property damage arising out of a single occurrence.

8. **TERM OF AGREEMENT AND REVIEW:** This agreement shall become effective on the date set forth above, and shall continue in effect until one or both parties exercise their right to terminate or amend the agreement.

The parties may choose to agree to review and amend all terms, conditions, covenants, promises and responsibilities of the Agreement at any time.

If either party wishes to terminate this Agreement, said agreement shall be terminated upon service of written notice to the other party ninety (90) days in advance thereof.

9. **TRANSFER OF INTEREST:** Neither party may sublease, assign or otherwise transfer its interest, or any interest whatsoever in this Agreement without the written consent of the other party.

10. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or related to this agreement, or the breach thereof, shall initially be submitted to mediation. In the event the parties cannot agree upon a mediator, the Peninsula Conflict Resolution Center shall be requested to appoint a mediator. The costs of mediation shall be borne equally by the parties. No party shall commence litigation under this Agreement without first having submitted the dispute to mediation.

11. **NOTICES:** All notices and demands shall be given in writing, either by personal service or by registered or certified mail, postage prepaid and return receipt requested, and shall be considered received when personally delivered or on the date appearing on the return receipt or if the return receipt is not returned, within 48 hours after the notice is deposited in the United States mail. Notices shall be delivered or addressed as follows:

**District:**                    **Cabrillo Unified School District**  
**498 Kelly Avenue**  
**Half Moon Bay, CA 94019**  
**Attention: Superintendent**

**CTC:**                         **Coastside Tennis Association**  
**P.O. Box 2412**  
**El Granada, CA 94018**  
**Attention: Association President**

Either party by giving notice to the other party as required herein may change the above address, which change shall be effective as of the date the other party receives notice thereon, or 48 hours after the change of address is deposited in the United States mail, whichever is earlier.

11. **ADMINISTRATION:** The administration of this Agreement shall be the responsibility of the District Superintendent and the CTA President.

**IN WITNESS THEREOF**, the governing bodies of the parties have duly authorized the officials below to execute this Agreement.

Cabrillo Unified School District

Coastside Tennis Association

Tony Rockrick  
Superintendent

David J. Ferreras  
Association President

Date: February 23, 2015

Date: 2/23/15