

**Facilities Use Agreement
Between**

**Yavapai Community College District
And
Town of Clarkdale
(Facility Owner)**

1. PARTIES

The Parties to this Contract are Yavapai Community College District, hereinafter referred to as “College”, and Town of Clarkdale (name of organization owning the facility), hereinafter referred to “Owner”.

This agreement is made with reference to the following facts:

- Owner has agreed that College can utilize the facility located at 19 N Ninth St., Clarkdale, AZ 86324 for instructional use for the 2009-10 academic year.
- College represents that the facility will only be used for the purpose so stated.

Nothing in the Contract shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent Facility Owner, not joint venture, agent or business partners.

2. USE

The College agrees to conduct its activities in the facility in a careful and safe manner. When using the facility, or any portion thereof, College agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the College pertaining to the use and occupancy of the facility. The College agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and conditions as existed prior to College’s use thereof. The College reserves the right to cancel a class if enrollment does not meet current college policies. The College will notify the owner, in writing, of any changes affecting the class meeting times, dates or places within their facility.

3. SCHEDULING

The Facilities will be made available at least thirty minutes prior to class time. College shall complete a Facility Use Agreement form and submit it to the Purchasing Department ten business days prior to requested date. College will notify the Owner in writing of the schedule of classes to be offered in their facilities.

4. TERM

The term of this agreement shall commence on July 1, 2009, and end on June 30, 2010, at which time College's rights to use the facility under this agreement shall automatically expire unless otherwise extended in writing, by the College and agreed upon by the owner.

5. COMPENSATION

The College will compensate the owner for use of the facility as follows: to establish a scholarship account for (four) sponsored individuals in the amount of \$696.00 per class during FA and/or SP semester, for the use of Partner's facilities. This specific scholarship arrangement only applies to classes co-sponsored by the Yavapai College Partnership Program in Sedona – Verde Valley.

6. INSURANCE

The College, agrees to procure, at it's expense, and maintain during the term hereof, a policy of general liability insurance, against claims for bodily injury, death and property damage occurring in connection with College's use of any portion of the facility. The College shall provide the Owner with a certificate evidencing such insurance coverage is in effect.

7. INDEMNIFICATION

Each party shall and hereby does indemnify, defend and hold harmless the other party, including their directors, officers, employees, students, consultants and agents, from and against any claims, demands, loss, damage or expense relating to any third-party infringement claim, bodily injury or death of any person or damage to real and/or tangible personal property incurred while such other party is performing activities under the auspices of the Agreement if and to the extent such is caused by the negligent or willful acts of omissions of the indemnifying party, its personnel or agents in the performance of activities described in or called for in the implementation of the Agreement.

8. ENTIRE CONTRACT

This agreement embodies the entire contract between Owner and College. The parties shall not be bound by or be liable for any statement or representative of any nature not set forth in this agreement. Changes of any of the provisions of this contract shall not valid unless completed in writing and signed by both parties.

9. SUSPENSION AND TERMINATION

A non-breaching party may terminate this Contract for the failure of the other party to comply with this Contract by giving that other party (30) thirty-day written notice of the failure to comply. The College may terminate this Contract immediately if the Owner files for bankruptcy or receivership, or takes any actions relating to insolvency, such as an assignment for the benefit of creditors. The College may terminate this Contract under A.R.S. Section 38-511 for a violation of that statute.

Any changes to the contract, must be agreed to both parties, and approved in writing by the College Contract Manager or his/her designee and the authorized representative of the Owner.

10. ASSIGNMENT AND SUBLETTING

The College or the Owner shall not have the right to assign this Agreement or allow any other person or entity to use or occupy this portion of the facility without the prior written consent of both parties

11. ARBITRATION

In the event of a dispute hereunder, the parties agree to use arbitration insofar by Section 12-1518, Arizona Revised Statutes, and rules promulgated thereunder.

12. CONFLICT OF INTEREST

The parties understand that this Agreement is subject to cancellation pursuant to Section 38-503 of the Arizona Revised Statutes, without penalty or further obligation on the part of the College, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the College is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the Owner, in any capacity, or a consultant to the Owner, with respect to the subject matter of this Agreement.

13. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

14. AUTHORITY

The individual signing below on behalf of the Owner hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Owner and that this Agreement is binding upon the Owner in accordance with its terms.

EXECUTION DATE

The parties have caused this Agreement to be executed by their duly authorized representatives, this _____ day of _____, 200____.

“College”

“Owner”

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____