

ATTACHMENT 2

PARK USE AGREEMENT

[Amended: Added 6.5]

This Park Use Agreement ("Agreement") is made by and between the Town of Atherton, hereinafter referred to as "Town," and Education Francaise Bay Area, hereinafter referred to as "User," for use of the Town's park. Town and User, collectively "Parties," each hereto agree to the following terms and conditions:

1. **PREMISES AND USE:** The User has requested, and the Town has approved, the User's use of the top floor of the Main House located at 150 Watkins Avenue, Atherton, California, hereinafter "Facilities," for the purposes of conducting a language arts class. Neither the User, its employees, agents, guests, nor invitees are authorized to use any other real property, or physical improvements to real property, other than the Facilities covered by this Agreement.
2. **TERM:** This Agreement is effective from September 15, 2025 through May 21, 2026
3. **TERMINATION:** Termination of this Agreement is effective with five (5) days' written notice, absent exigent circumstances requiring termination on a more expedited basis for health or safety reasons, and may be for any reason including, but not limited to, the following:
 - 3.1 User's discontinuance of the activities contemplated by this Agreement for fifteen (15) consecutive dates described in Section 4;
 - 3.2 Town's need to terminate the use of the Facilities for any public purpose; and
 - 3.3 Impossibility or impracticability caused by any actual or planned change, modification, or repair to the Facilities or to circumstances affecting the safety or health of anticipated users of the Facilities.If the Town terminates this Agreement, User will be refunded a prorated portion of the Rental Fee based on the remaining dates that User would have been entitled to use of the Facilities under this Agreement.
4. **TIME OF USE:**
 - 4.1 Every Monday and Wednesday from September 15, 2025 to May 21, 2026 from 4:00 p.m. to 5:30 p.m. up to 54 occurrences total.
5. **RENTAL FEE:** In exchange for use of the Facilities, User shall pay Town a total of three thousand two hundred fifty dollars (3,240). User's right to use is subject to, and evidence of, adequate liability insurance by means of a Certificate of Insurance.
6. **RULES AND REGULATIONS:** At all times when using the Facilities, the User, its employees, agents, guests, and invitees shall agree to the following:
 - 6.1 To comply with the Town's rules, regulations, and policies;

- 6.2 To respect the Town's employees and property and not cause any harm to come to them;
- 6.3 To engage in safe and appropriate behavior in an effort to avoid harm, injury, disputes, or altercations with others; and
- 6.4 To conduct themselves in accordance with all other relevant federal, state, and local laws and regulations.
- 6.5 **Renters must respect all photos, artwork, plaques, and displays, and are not permitted to handle or remove art from the walls or enclosed display cases. Additionally, renters shall not lean or rest objects against the artwork or store any equipment in a manner that obstructs the viewing of the art. [Added]**

The User is responsible for ensuring that its employees, agents, guests, and invitees, as well as any other individual who will visit the Facilities to participate in User's use, comply with these requirements.

7. EQUIPMENT AND INSTRUCTORS:

- 7.1 User shall provide its own instructors and equipment. User shall ensure that the Town's property is not altered, modified, or changed in any manner absent the Town's express prior written consent. Failure to comply with these obligations shall, at the discretion of the Town, be a basis to immediately terminate this Agreement;
- 7.2 The Town shall ensure that the Facilities are timely and properly made available for use by the User and shall reasonably maintain and comply with all health and safety codes, laws and regulations during the times set forth above. The Town reserves the right to use the Facilities with five (5) days' written notice to the User or with no prior notice to the User where an emergency necessitates use of the Facilities. The User will be refunded a prorated portion of the Rental Fee for each day that the Town elects to use the Facilities; and
- 7.3 The User waives any claim against the Town for damages relating to the use of the Facilities, including, but not limited to, theft or destruction of the User's property.

- 8. WASTE: The User agrees that in using the Facilities, the User will not commit any waste and will take reasonable actions to prevent third parties from committing waste upon the Facilities.
- 9. NUISANCE: The User agrees that in using the Facilities, not to commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of any occupant of nearby property.
- 10. ALTERATIONS: The User agrees that it will not make or cause to be made any alterations, additions, or improvements upon the Facilities.
- 11. INDEMNITIES AND OBLIGATIONS: User shall indemnify, defend, and hold harmless the Town, its officers, officials, agents, and employees against all claims, damages, demands,

liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' fees, arising from User's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the Town. The provisions of this paragraph shall survive termination or suspension of this Agreement and no other provision of this Agreement, or any attachment thereto, shall reduce the indemnification obligations imposed under this section.

12. INSURANCE: User shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit. User's general liability policies shall be primary and shall not seek contribution from the Town's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Town and its officers, officials, employees, and agents shall be named as an additional insureds under such policies.
13. APPLICABLE LAW: Each provision of this Agreement shall be interpreted in a manner giving meaning and purpose to each term and provision and, to the fullest extent possible, rendering this Agreement, as a whole, valid, and effective. If any provision of this Agreement is deemed invalid, all remaining provisions shall remain effective. All issues regarding the interpretation and effectiveness of this Agreement are controlled by California law.
14. FORCE MAJEURE. If, in the opinion of the City Manager, the Facilities are damaged or made unusable due to a natural disaster or causes beyond the control of Town, Town and User will be relieved of their respective duties and obligations under this Agreement until the facilities are deemed usable by City Manager.
15. EXECUTION; AUTHORITY. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties when at least one copy hereof shall have been signed by both Parties hereto. Each individual executing this Agreement on behalf of one of the Parties represents that he or she is duly authorized to sign and deliver this Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.
16. ENTIRE AGREEMENT: This is a fully integrated document, containing the entirety of the Parties' agreements pertaining to the above-described use of the Facilities. This Agreement may be altered, amended, or revoked only by an instrument in writing, signed by both the Town and the User. The Parties hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the use of the Facilities are merged into or revoked by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the ____ day of August, 2024.

TOWN

USER

By: _____
George Rodericks, City Manager

By: _____

ATTEST

By: _____
Anthony Suber, City Clerk

APPROVED AS TO FORM

By: _____
Mona Ebrahimi, City Attorney