

**American Red Cross
Facility Use Agreement**

Facility Name: San Mateo County Community College District

Parties and Premises

Owner:

Legal name: San Mateo County Community College District

24-Hour Point of Contact:

Name and title: Pls refer to *Shelter Facility Survey* information.

Work phone: _____ Cell phone/pager: _____

Address for Legal Notices:

SMCCCD – Facilities Department

3401 CSM Drive

San Mateo, CA 94402

650-574-6512

Red Cross:

Legal name: The American National Red Cross, a corporation under the laws of the United States

24-Hour Point of Contact:

Name and title: Olga Crowe, Disaster Services Manager, San Mateo County

Work phone: 650-259-1777 Cell phone/pager: 650-477-4077

Address for Legal Notices:

American Red Cross Bay Area Chapter

1663 Market Street

San Francisco CA 94103

415-427-8000

with copies to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Building Address:

Pls refer to *Shelter Facility Survey* information.

Description of Premises:

Pls refer to *Shelter Facility Survey* information.

Terms and Conditions

1. **Use of Premises.** Owner agrees to allow the Red Cross to use and occupy, on a temporary basis, the Premises described above (the "Premises") in the Building identified above (the "Building") to conduct emergency, disaster-related activities. The Premises may be used for any of the following purposes (both parties must initial all that apply):

	Owner initials	Red Cross initials
Operations center	_____	_____
Evacuation center	_____	_____
Client service center	_____	_____
Volunteer intake center	_____	_____
Storage of supplies	_____	_____
Parking of vehicles	_____	_____

No sheltering or lodging of clients or disaster victims is permitted, except as the parties may agree in a separate written agreement.

2. **Term.** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

3. **Fee.** Both parties must initial the applicable statement below:

a. Owner agrees not to charge any fee in recognition of the services provided by the Red Cross to the community. Owner initials: _____ Red Cross initials: _____

b. Red Cross agrees to pay \$ _____ per day/week/month (circle one) for the right to use and occupy the Premises. Owner initials: _____ Red Cross initials: _____

4. **Conduct of the Red Cross.** Red Cross agrees to keep the Premises in good condition and promptly repair all damage to the Premises or the Building resulting from the operations of the Red Cross or reimburse Owner for the costs of repairing such damage in accordance with paragraph 6 below. The Red Cross agrees not to disrupt, adversely affect or interfere with other occupants of the Building.

5. **Condition of Premises and Building.** Owner makes no warranty or representation about the Premises or the Building. The Red Cross accepts the same "AS IS." Owner is under no obligation to prepare or repair the Premises or the Building for the Red Cross. The parties will jointly conduct a pre-occupancy survey of the Premises before it is turned over to the Red Cross. They will use the Facility/Shelter Opening/Closing Form, to record any existing damage or conditions. The Red Cross will exercise reasonable care while using the Premises and will make no modifications to the Premises without the Owner's express written approval.

6. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

a. *Damage to the Premises or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for damage will be based on replacement at actual cash value. The Red Cross will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

b. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices.

7. Insurance. The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction in which the premises are located and \$1,000,000 in Employers' Liability.

8. Indemnification. Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

9. Owner's Right to Revoke for Cause. Upon reasonable prior written notice to the Red Cross, Owner may revoke the permission represented by this Agreement if Red Cross (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Owner describing same. If the permission license is so revoked, Red Cross shall vacate the Premises in a neat and orderly manner. Owner shall have all rights and remedies available to it under applicable law.

10. Casualty or Condemnation Affecting Premises. Notwithstanding anything in this Agreement to the contrary, in the event that damage or casualty to all or a part of the Premises, this Agreement shall terminate and Red Cross shall have no right to restoration of the Premises or to receive any compensation whatsoever.

11. Legal Notice. Notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, to the party's address for Legal Notice set forth at the beginning of the Agreement, or upon receipt if delivered by hand or recognized overnight delivery service. Either party may change its address for the purpose of Legal Notice hereunder by providing the other party with notice of the new address.

12. Governing Law and Binding Effect. This Agreement shall be governed by and construed under the laws of the state in which the Building is located. This Agreement shall be binding on the parties and their respective, successors, transferees and assigns.

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

Owner (legal name)

By (signature)

James W. Keller

Name (printed)

Deputy Chancellor

Title

Date

11/22/13

THE AMERICAN NATIONAL RED CROSS

(legal name)

By (signature)

Olga Crowe

Name (printed)

Disaster Services Manager, San Mateo County

Title

Date

12/13/13