

FACILITY LEASE AGREEMENT

CITRUS COMMUNITY COLLEGE DISTRICT POOL

This Facility Lease Agreement (“Agreement”), effective August 25, 2025, is entered into by and between Monrovia Unified School District (“MUSD” or “LESSEE”), and Citrus Community College District (“District”, “Citrus College” or “LESSOR”). Collectively, MUSD and the District are referred to herein as the “Parties,” and either of the Parties may be referred to individually as a “Party”.

RECITALS

WHEREAS, the District is the owner of the Premises (defined below) which is commonly referred to as Citrus College Pool located on the District’s Citrus College campus at 1000 West Foothill Blvd., Glendora, California 91741-1899;

WHEREAS, MUSD desires to lease the Citrus College Pool for MUSD “Water Polo Use” that will take place in the calendar year 2025; and

WHEREAS, the Parties desire to schedule, arrange for payment, define responsibilities for the Parties, and provide for any other duties and/or responsibilities arising from the use and occupancy of the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, and for other further good and valuable consideration described herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. Definitions.
 - a. “Water Polo Use” means, for each day that MUSD has a boys or girls water polo practice in 2025, the period of time that commences thirty (30) minutes before the start of the water polo practice until thirty (30) minutes after the conclusion of the water polo practice.
2. Premises. The District leases to MUSD, and MUSD leases from the District, the Premises described as follows and on the terms and conditions as set forth in this Agreement:
 - a. Citrus College Pool, including but not limited to the entire pool area inside the chain link fenced area, the shower facilities and lockers available inside the restrooms adjacent to the pool, and all public restrooms in accordance with the Citrus Community College Sports Venue Rules - Pool (Attachment #1), as may be amended.
3. Term. During this term, the District hereby allows MUSD to use the Premises according to the terms and conditions set forth in this Agreement. The term of this Agreement

shall commence on Monday, August 25, 2025 and shall end no later than Friday, October 31, 2025.

4. Use of Facility. The District grants to MUSD the right to use the Premises for MUSD Water Polo Use on Mondays, Wednesdays, and Fridays from August 25, 2025 to October 31, 2025 from 3:30 pm to 6:00 pm, except on September 1, 2025, October 1, 2025 and October 8, 2025 (premises are not available), and in accordance therewith to make customary use of, to freely access, and to occupy the Premises on each Water Polo Use Day. MUSD shall comply with all laws applicable to the use of the Premises.

5. Condition of Premises. The District agrees to provide the Premises in the following condition on each Water Polo Use:

- a. The goal lines and goals will be set up in the Citrus College Pool each date.
- b. As is customary, the public restrooms shall be checked, cleaned and restocked with paper towels and toilet paper at the start of the practice.
- c. The Premises and all equipment shall be neat, clean, sanitary, free from debris and waste, and be in working condition customary for the facility's use.
- d. The District is responsible for cleaning the Premises after each use.
- e. Lessee shall be solely responsible for enforcing all facility and pool rules among its participants, staff, and spectators. Lessor staff shall have the authority to suspend or terminate use immediately if rules are violated or safety is compromised.

6. Lifeguards. MUSD will provide the required number of certified lifeguards for the duration of each Water Polo Use Day. For every 20 athletes/swimmers/staff on the pool deck, MUSD will require at least one (1) lifeguard during the duration of use, at MUSD's expense. MUSD will submit a copy of the American Red Cross Lifeguarding (including Deep Water) with CPR/AED for Professional Rescuers and First Aid Certification of Completion card prior to MUSD being on-site on a Water Polo Use Day.

7. Transportation. MUSD will provide bus transportation to its student athletes and support staff, at MUSD's expense.

8. Parking. Unless otherwise agreed to as part of the lease agreement, a valid parking permit is required for all vehicles parked on campus at all times, 24 hours per day/7 days per week/365 days per year. All vehicles must park within a designated parking stall and must park facing into the stall (head-in-parking only). Parking permits can be purchased from any Automated Pay Station (APS) machine located in the S1, S2, S3, S4, S5, S6, S8 or S9 parking lots. For the convenience of your event participants, an advance reservation of pre-purchased parking permits, for a pre-determined number of individual parking stalls or for an entire lot(s), may be arranged in advance of the event, through the Citrus College Facility Rental Supervisor and in coordination with the Citrus College Director of Campus Safety. For

a full text of parking regulations, please refer to the Citrus Community College District Administrative Procedure on Parking (AP 6750) which can be found on the District's website. No parking permit is required for MUSD bus parking during each Water Polo Use Day.

9. Standard of Care. MUSD agrees to use care and attention in use of the Premises consistent with standards applicable to college swimming pools. Specifically, MUSD agrees to abide by the "Citrus Community College Sports Venue Rules - Pool" (Attachment #1) in effect as of the Term of this Agreement, as may be amended. The District shall evaluate the condition of the Premises after each Water Polo Use Day and advise MUSD of any damage to the Premises caused by or arising out of MUSD's use of the Premises requiring repair or replacement to any portion of the Premises. MUSD shall thereupon reimburse the District for the cost of such repair or replacement. At the District's sole discretion, such reimbursement may be set off from any payments due or to become due to MUSD under this Agreement.

10. Security. MUSD shall be responsible for providing all general security for the Premises and for ensuring the safety and security of the Premises and all invitees during each Water Polo Use Day.

11. Determination of Dates of Each Home Game Day. The dates of the Water Polo Use Days for 2025 are as follows: August 25, 27, 29, September 3, 5, 8, 10, 12, 15, 17, 19, 22, 24, 26, 29, October 3, 6, 10, 13, 15, 17, 20, 22, 24, 27, 29 and 31, and may be modified by mutual agreement between the Parties.

12. Practice Time. All Water Polo Use Days shall begin no earlier than 3:30 p.m. and end no later than 6:00 p.m., and the gates to the Citrus College Pool will be opened thirty (30) minutes before and secured thirty (30) minutes after the stated water polo use times.

13. Lease Payment. MUSD shall pay to the District Six Hundred Twelve Dollars and Fifty Cents (\$612.50) ("Lease Payment") for each Water Polo Use Day. The District will invoice MUSD prior to the first Water Polo Use Day. Lease Payments are due prior to the respective Water Polo Use Days. If payment is not made prior to the Water Polo Use Days, event shall be considered cancelled.

14. Indemnity.

- a. Monrovia Unified School District ("MUSD") shall defend, indemnify, and hold harmless Citrus Community College District ("District"), its Governing Board, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to MUSD's use or occupancy of the Premises, including but not limited to claims for bodily injury, death, property damage, or violation of law, except to the extent caused solely by the gross negligence or willful misconduct of the District
- b. Citrus Community College District shall defend, indemnify, and hold harmless Monrovia Unified School District ("MUSD"), its Governing Board, officers, employees, agents, and volunteers from and against claims,

damages, liabilities, costs, and expenses arising directly out of the gross negligence or willful misconduct of the District in connection with its ownership or maintenance of the Premises. The foregoing notwithstanding, the District shall not be liable for any indirect or consequential damages, costs or losses and the District's liability under this Agreement is limited to the Lease Payments received by the District.

15. Insurance. MUSD agrees to maintain during the entire term of this Agreement general liability insurance covering all of MUSD's operations on the Premises with a minimum coverage of US \$2,000,000 per each occurrence for bodily injury or property damage and US \$5,000,000 in the aggregate, abuse and molestation liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. MUSD agrees to maintain workers' compensation and employer's liability insurance as required by California law covering all lifeguards, coaches, and staff engaged in pool activities. MUSD agrees to add the District as an additional insured to MUSD's liability insurance policy, and to provide the District with a copy of MUSD's certificate of insurance prior to the first Water Polo Use Day. The District agrees to maintain during the entire term of this Agreement general liability insurance covering all of the District's operations on the Premises with a minimum coverage of \$1,000,000 per each occurrence for bodily injury or property damage and \$3,000,000 in the aggregate.

16. No Assignment or Subletting. MUSD shall not have the right to assign this Agreement or sublease the Premises to any person or entity except by prior written consent of the District, which consent may be withheld in the sole discretion of the District.

17. No Attorneys' Fees. Except as provided in paragraph 14 (Indemnity) herein, or authorized by law, neither MUSD nor the District shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of this Agreement or the performance of either MUSD or the District under this Agreement.

18. Relationship of Parties. The Parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, employer-employee, or agency relationship between the Parties, and neither Party shall have the authority to bind the other Party in any respect.

19. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any person or entity not a signatory to this Agreement.

20. Cooperation. The Parties agree to cooperate fully, to execute and deliver any and all supplementary documents, and to take any and all additional actions, including but not limited to executing all documents reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement, without the receipt of further consideration.

21. Governing Law/Enforceability. This Agreement shall be governed by, construed and interpreted, and all disputes hereunder or relating hereto shall be resolved, in accordance with the substantive internal laws of the State of California, without regard to any conflicts of laws rules that may otherwise require the application of the laws of any other state

or jurisdiction. The Parties consent to exclusive jurisdiction and venue for any claim relating to this Agreement, including but not limited to any claim for enforcement of this Agreement or any claim arising out of a breach of this Agreement, in the Superior Court of the State of California for the County of Los Angeles. The Parties agree not to challenge this Agreement as illegal, invalid or unenforceable.

22. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions hereof shall remain valid and enforceable notwithstanding, unless the provision found to be unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the Parties in the absence of such provision.

23. Integrated Agreement. No promise, inducement, representation, or agreement other than what has been specifically expressed in this Agreement has been made by any of the Parties. This Agreement constitutes a single, fully integrated contract expressing the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous understandings, whether written or oral. There are no other agreements, written or oral, express or implied, between the Parties concerning the subject matter of this Agreement.

24. Modification. This Agreement can be amended or modified only by a writing executed by duly authorized representatives of each of the Parties.

25. Authority and Capacity; No Assignment. The Parties expressly represent and warrant that they have the authority and capacity to execute this Agreement and that they have not assigned or otherwise transferred any rights covered by this Agreement. The Parties further represent that they are fully competent to manage their business affairs, that they have carefully read this Agreement, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated and contained in this Agreement, and that they are signing this Agreement knowingly and voluntarily.

26. Execution in Counterparts and by Facsimile or Email. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

27. No Prejudice to the Drafter. Each Party understands that this Agreement is deemed to have been drafted jointly by the Parties, and the Parties agree that any statutory, common law or rule-based principle construing ambiguities against the drafter shall have no application.

28. Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit, constitute or construe the contents of such paragraphs.

29. Warranty of Understanding. The Parties acknowledge that they have received, or have had the opportunity to receive, the advice of independent counsel with respect to all matters concerning this Agreement, and each represents that the terms of this Agreement have been completely read and that the terms of this Agreement are fully understood and voluntarily accepted by each of the Parties.

30. Termination. This Agreement will be terminated if the Premises are destroyed by fire or any other cause, or if any other occurrence renders the fulfillment of this Agreement impossible. In the event of such termination, the District agrees to refund the payment for any Water Polo Use Day that has not occurred. Lessor reserves the right to cancel or suspend use immediately if Lessee fails to provide required insurance, lifeguard staffing, or compliance with safety rules and emergency procedures. No refund shall be due in the event of cancellation under this provision.

31. Notices. All notices and other communications required by or relating to this Agreement shall be in writing and shall be given by email to the following addresses (or at such other address for a Party as shall be specified by like notice, provided that a notice of change of address(es) shall be effective only from the date of its receipt by the other Party):

a. if to MUSD, then to:


Paula Hart Rodas, Ed.D.
Superintendent
Monrovia Unified School District
325 E. Huntington Drive
Monrovia, CA 91016
phartrodas@monroviaschools.net

b. if to the District, then to:

Claudette E. Dain, CPA
Vice President, Finance & Administrative Services
Citrus Community College District
1000 West Foothill Blvd
Glendora, California 91741-1899
cdain@citruscollege.edu


Dated: August 20, 2025

Monrovia Unified School District

By: 
Paula Hart Rodas (Aug 20, 2025 17:20:32 PDT)
Name: Paula Hart Rodas, Ed.D.
Title: Superintendent

Dated: August 20, 2025

Citrus Community College District

By: 
Claudette Dain (Aug 20, 2025 12:23:58 PDT)
Name: Claudette E. Dain, Vice President
Title: Finance & Administrative Services



CITRUS COMMUNITY COLLEGE SPORTS VENUE RULES – Pool

1. Lessee shall ensure that certified lifeguards are on duty at all times during pool use, at a ratio compliant with California Health & Safety Code and the American Red Cross guidelines. Proof of certification must be provided to the District prior to the event.
2. No gum or sunflower seeds.
3. No food in the pool area.
4. No glass containers.
5. No pets. (Except for Licensed aid animals)
6. No smoking, No alcoholic beverages, No drugs.
7. Pool chemicals need to be tested every two hours during the event, as requested by the health inspector.
8. Pool and pool gutters must have all items removed after the event and returned to how it was previously found.
9. All in-water equipment must be stored properly and put away.
10. Pool stands and pool deck must be cleaned and ready for the next event and left how it was previously found.
11. No resting or hanging on the lane lines when in the pool.
12. No running on the pool deck.
13. No diving is permitted except in designated deep-water areas. Horseplay, pushing, or other unsafe conduct is strictly prohibited. Use of starting blocks or other competitive equipment is permitted only under the direct supervision of a qualified coach or lifeguard.
14. All bathrooms used during the event will be picked up and all toilets and urinals need to be flushed.
15. Any damage needs to be reported to the facility supervisor as soon as possible.
16. No bikes, skateboards, roller blades, scooters, or skates.
17. No paint, chalk, permanent markings on floor or pool deck.
18. Any spill in the facility must be cleaned up to prevent damage or from causing any safety hazard.
19. **Any bodily fluids, such as blood or vomit, must be cleaned up immediately.**
20. Parking for all events will require paid parking permits or school permits, unless stated otherwise.

I acknowledge that I have read the foregoing and agree to the rules stated in the Citrus College Sports Venue Rules for the Pool.

Paula Hart Rodas (Aug 20, 2025 17:20:32 PDT)

Signature

Paula Hart Rodas

Printed Name

- Monrovia Unified School District -

Organization Name

Date Aug 20, 2025









Monrovia USD Facility Lease Agrmt 8-2025

Final Audit Report

2025-08-21

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-  Document created by Lori Amato (lamato@citruscollege.edu)
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