

FACILITIES USE AGREEMENT

by and between

**SANTA ROSA ELEMENTARY SCHOOL DISTRICT AND
SANTA ROSA HIGH SCHOOL DISTRICT**

and

WESTSIDE LITTLE LEAGUE

FACILITIES USE AGREEMENT

(Santa Rosa City Schools/Westside Little League)

THIS FACILITIES USE AGREEMENT ("**Agreement**") is dated **June 24, 2026** (for reference purposes only) by and between the SANTA ROSA ELEMENTARY SCHOOL DISTRICT AND SANTA ROSA HIGH SCHOOL DISTRICT, school districts organized and existing under the laws of the State of California ("**Districts**"), and the WESTSIDE LITTLE LEAGUE, a California nonprofit organization ("**LEAGUE**"). Districts and League may be referred to in this Agreement individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. District is the owner of various facilities which are regularly used for the education of District students, and are identified in the fee schedule attached hereto as **Exhibit A**. ("District Facilities").

B. Under California Education Code sections 38131 et seq., also known as the Civic Center Act, the governing board of a school district may grant the use of, and improvement to, school facilities or grounds upon terms and conditions the board deems proper, subject to the limits set forth in the Civic Center Act.

C. The Civic Center Act and public policy recognize that school district facilities and grounds are an important community resource and encourage the shared use of school property to promote youth sports and other recreational activities.

D. League requests use of the District Facilities at Cesar Chavez Language Academy, 2480 Sebastopol Road, Santa Rosa, CA 95407, in particular, the three fields to provide for the League's competitive activities, as such services are set forth in **Exhibit B**. ("Little League Program.")

E. Districts are willing to grant the use of the District Facilities under the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1.0 Grant of Use.

1.1 Use of District Facilities for Little League Programs. Subject to the terms and conditions contained in this Agreement, the Districts hereby grant to the League access to District Facilities, at Cesar Chavez Language Academy, 2480 Sebastopol Road, Santa Rosa, CA 95407, in particular, the three fields for the provision of regular season play and competitive activities.

2.0 Basic Provisions.

2.1 **Permitted Use:** The League shall use the District Facilities only for the Little League Program and associated uses at Districts' school sites as set forth in **Exhibit B**.

2.2 **Reserved Use.** During the Term of this agreement, the Districts shall reserve, and League shall have use of the District Facilities as designated below, upon approval of the League's schedule by the Facility Principal for each new year.

Dates of Use	Hours of Use	Facility to be Used
January 2026 - December 2027: Monday- Friday	4:00 PM -7:00 PM	Three Baseball Fields at CCLA
January 2026 - December 2027: Saturday	10:00 AM- 7:00 PM	Three Baseball Fields at CCLA

2.3 **Additional Use.** During the Term of this agreement, if no scheduling conflict exists, the Districts (through staff) may authorize, in writing, the League to use District Facilities on the terms and conditions provided for herein.

3.0 **Term.**

3.1 **Commencement Date.** The term of this Agreement shall commence on the date it is duly ratified and executed by each Party ("**Commencement Date**").

3.2 **Expiration Date.** The term of this Agreement shall expire on December 31, 2027 ("**Expiration Date**"), unless earlier terminated as provided for herein.

3.3 **Term.** The term of this Agreement shall run from the Commencement Date to the Expiration Date (hereinafter the "Term").

3.4 **Early Termination.** The District may immediately terminate this Agreement at any time and for any reason or for no reason.

4.0 **Fees and Invoicing**

4.1 **Little League's Fees.** Education Code section 38131 et seq., requires the District to levy a charge equal to "Direct Costs" for the use of school facilities or grounds, for meetings where admission fees are charged and net receipts are expended for the welfare of pupils of the District or charitable purposes.

4.2 **Direct Costs.** The District has established the "Direct Costs" for its facilities in the fee schedule attached hereto and incorporated herein as **Exhibit A**.

4.3 **Invoicing and Payment.** For each competitive event provided by the LEAGUE, the Districts shall provide the LEAGUE with an invoice of the Direct Costs for its use. The invoice shall show the Direct Costs chargeable to the LEAGUE for that period of use. The LEAGUE shall pay the Direct Costs within thirty (30) days of the date of the invoice.

///

///

5.0 **Use of the Premises.**

5.1 **Permitted Use.** LEAGUE shall use the District Facilities for the provision of the Little League Program and related activities and for no other purpose without the prior written consent of the District.

5.2 **Supervision.** At all times during its scheduled use, LEAGUE shall provide adequate and appropriate supervision, as approved by the Districts, for all participants in its program or related activities offered in the District Facilities, including the time immediately preceding and following scheduled games and competitive activities.

5.3 **Compliance with Law.** LEAGUE agrees to operate and maintain the District Facilities in accordance with the provisions of this Agreement and in accordance with all valid laws, ordinances, and regulations of federal, state, county or local governmental agencies having jurisdiction over the District Facilities, including but not limited to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as amended from time to time ("**ADA**").

6.0 **Maintenance.**

6.1 **Little League's Maintenance Obligations.** LEAGUE shall use its best efforts at all times during its use of District Facilities to keep and maintain the District's Facilities in good order and repair and in a safe and clean condition.

7.0 **Indemnification and Insurance.**

7.1 **Term.** During the Term, the following indemnification and insurance requirements shall be in effect.

7.2 **Indemnification.** LEAGUE shall indemnify, defend and hold harmless the Districts, their Board, administrators, officers, employees, agents and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with LEAGUE's acts and/or omissions arising from and/or relating to LEAGUE's use of District Facilities as required by this agreement during the Term and any extensions.

7.3 **General Insurance – Little League Requirements.** With respect to the performance of work under this Agreement, the LEAGUE shall maintain and shall require all of its subcontractors, if any, to maintain insurance and/or license(s) as indicated below::

7.3.1 **Worker's Compensation Insurance.** Worker's Compensation Insurance with statutory limits as required by the Labor Code of the State of California. The policy shall be endorsed with the following specific language: "This policy

shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.”

The policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the LEAGUE, its employees, agents and subcontractors.

7.3.2 Commercial General Liability Insurance. Commercial General Liability covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent Contractor’s liability, and personal injury liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The LEAGUE’s insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, or volunteers shall be excess of the LEAGUE’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

7.3.3 Each such insurance policy shall include the following:

7.3.3.1 DISTRICT, its officers, and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

7.3.3.2 The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.

7.3.3.3 The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

7.3.3.4 This policy shall not be canceled or materially changed without first giving thirty days notice.

7.3.4 All public liability insurance shall insure performance of the indemnity provisions as set forth in Section 7.2 of this Agreement.

7.4 Evidence of Insurance. Prior to LEAGUE’s use of District Facilities, LEAGUE shall deliver to the District copies or certificates of insurance for the insurance policies required to be obtained in compliance with this Section 7. At least thirty (30) days prior to expiration of any such policy, LEAGUE shall deliver to the District a certificate evidencing renewal or a new policy, together with evidence of payment of the required premiums, which

shall be filed and maintained with the District annually during the Term. The following insurance and license documentation shall be submitted to the DISTRICT

7.4.1 Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement. Certificates should be submitted to the DISTRICT.

7.4.2 Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

7.4.3 Upon DISTRICT's written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of District's request.

7.4.4 Copy of LEAGUE's business license, and any other license or certification required to carry out the service to be performed under this Agreement. All such license(s) shall be submitted prior to commencement of services under this Agreement.

7.5 **Notification.** Each Party shall immediately notify the other Party of any claim or litigation that may result in liability to the other Party.

8.0 **Defaults.** In the event of a breach by LEAGUE of one of the material covenants, conditions, or obligations in this Agreement, the District shall give LEAGUE written notice of said breach and time to cure that is reasonable based upon the circumstances. Failure to cure a breach, where such failure continues after written notice to LEAGUE and a fifteen (15) day opportunity to cure shall constitute a default ("**Default**"); provided, however, that if the nature of LEAGUE's breach is such that more than fifteen (15) days are reasonably required to cure the breach, then LEAGUE shall not be deemed to be in default if LEAGUE commences such cure within the fifteen (15) day period and thereafter diligently and in good faith continues to cure the breach.

9.0 **Remedies.**

9.1 **Termination.** In the event of a Default by LEAGUE, and without limiting the District in the exercise of any right or remedy which the District may have, the District shall be entitled to terminate LEAGUE's use and possession of the District Facilities by delivering written notice of such termination to LEAGUE.

9.2 **Remedy.** The District may seek any additional remedy available at law or in equity in addition to termination of this Agreement, including but not limited to injunctive relief and damages.

10.0 **Surrender.** Upon expiration or early termination of this Agreement, LEAGUE shall surrender all District Facilities used, clean and free of debris, free and clear of all liens and encumbrances, other than those, if any, consented to by the District, and in the same condition as existed on the Commencement Date.

11.0 **Assignment.** LEAGUE shall not assign this Agreement without the prior written consent of the Districts, which consent shall be at the sole discretion of the Districts.

12.0 **Notices.** Notice to either Party shall be in writing, addressed to the party to be notified at the address specified below, and either (i) personally delivered, (ii) sent by an overnight courier service such as Federal Express, (iii) sent by firstclass mail, registered or certified mail, postage prepaid, return receipt requested, or (iv) sent by facsimile or electronic mail. Any such notice shall be deemed received: (i) on the date of receipt if personally delivered; (ii) on the date of receipt as evidenced by the receipt provided by an overnight courier service, if sent by courier; (iii) three (3) business days after deposit in the U.S. Mail, if sent by mail; or (iv) on the date faxed or emailed as evidenced by the dated transmittal.

12.1 **Address for Notices:**

Santa Rosa High School District

Lisa August, Interim Superintendent
211 Ridgway Avenue
Santa Rosa, CA 95401

Santa Rosa Elementary School District

Lisa August, Interim Superintendent
211 Ridgway Avenue
Santa Rosa, CA 95401

Westside Little League

Kristin Rector, Field Trust Coordinator
Westside Little League
PO BOX 8262
Santa Rosa, CA 95407

13.0 **Attorney's Fees.** If either Party brings an action to enforce the terms of this Agreement or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorney's fees to be paid by the losing party as fixed by the court.

14.0 **Rules and Regulations.** LEAGUE agrees that it will abide by, keep and observe all reasonable rules and regulations which the Districts may make from time to time for the management, safety, care and cleanliness of the Premises, Improvements and the surrounding areas.

15.0 **General Provisions.**

15.1 **Waiver and Modification.** No provision of this Agreement may be modified, amended or added to except by an agreement in writing.

15.2 **Applicable Law and Venue.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, and venue shall be in the County of Sonoma.

15.3 **Time.** Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

15.4 **Authority to Execute Agreement.** Each individual executing this Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of that entity.

15.5 **No Agency.** Nothing in this Agreement or in the relationship between the District and LEAGUE shall be deemed or construed to create or constitute an agency relationship.

15.6 **Consents.** Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

15.7 **Entire Agreement.** The terms of this Agreement are intended by the Parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

15.8 **Severability.** Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

15.9 **Impartial Construction.** The language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the Districts or LEAGUE.

15.10 **Successors.** Subject to the provisions restricting assignment by LEAGUE, or other provisions of this Agreement, this Agreement shall be binding on the Parties, their respective heirs, personal representatives, successors and assigns.

15.11 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

15.12 **Nondiscrimination.** The Districts, LEAGUE and all others who from time to time may use the District Facilities described herein with the permission and on the terms and conditions specified by the District shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin, including but not limited to the provision of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

15.13 **Construction.** As used in this Agreement, the masculine, feminine or neutral gender and the singular or plural numbers shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. The terms of this Agreement have been freely negotiated by the Parties and this Agreement shall not be construed for or against the drafter.

15.14 **Review.** The Parties acknowledge and agree that each Party and its counsel have had the opportunity to review and revise this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date indicated below.

DISTRICTS:

**Santa Rosa Elementary School District
Santa Rosa High School District**

Santa Rosa City Schools
School districts organized and existing
under the laws of the State of California

By: _____
Lisa August,
Interim Superintendent

Date: _____

WESTSIDE LITTLE LEAGUE:

Westside Little League
A Nonprofit Organization

By: _____
Kristin Rector,
Field Trust Coordinator

EXHIBIT A

FEE SCHEDULE FOR USE OF DISTRICT FACILITIES

Section 1: Fee and Consideration

1.1 Annual Fee. As consideration for the use of the Premises, the League agrees to pay the District a nominal fee of One Dollar (\$1.00) annually. This fee shall be paid on or before **July 1st** of each year for the duration of this Agreement.

1.2 Other Considerations. The parties acknowledge and agree that in addition to the annual fee, the League's responsibility for the full maintenance, repair, and upkeep of the Premises, as described in Section 2, constitutes valuable consideration for this Agreement.

Section 2: Maintenance and Upkeep

2.1 League's Responsibility. The League, at its sole cost and expense, shall be responsible for all maintenance, repair, and upkeep of the Premises used as a part of this agreement, including but not limited to:

Dragging and lining the fields.

Filling and raking holes on the fields and base paths.

Maintaining the pitcher's mound and home plate areas.

Trash removal, litter control, and keeping the areas clean and sanitary.

Regular inspections of the grounds for safety hazards and immediately reporting any issues to the District.

Conducting seasonal field preparation, including resurfacing and reconditioning as needed.

2.2 Standard of Maintenance. The League shall maintain the Premises in good order and in a condition that is safe and suitable for use by youth baseball participants and spectators. All maintenance activities shall be conducted in a professional and timely manner.

2.3 Prohibited Activities. The League shall not make any additions, alterations, or improvements to the Premises without the prior written approval of the District. The League is prohibited from using certain materials, such as specific chemicals, unless explicitly authorized by the District.

2.4 Equipment and Supplies. The League shall furnish and maintain all of its own equipment and supplies necessary for operating and maintaining its games, events, and the Premises, including but not limited to bases, screens, and field maintenance tools.

EXHIBIT B

LITTLE LEAGUE SCHEDULE AND USE

Dates of Use	Hours of Use	Facility to be Used
January 2026 - December 2027: Monday- Friday	4:00 PM -7:00 PM	Three Baseball Fields at CCLA
January 2026 - December 2027: Saturday	10:00 AM- 7:00 PM	Three Baseball Fields at CCLA