

**LICENSE AGREEMENT BETWEEN**  
**BEAUMONT UNIFIED SCHOOL DISTRICT**  
**AND**  
**HIGHLAND ACADEMY CHARTER SCHOOL, INC.**  
**FOR THE USE OF REAL PROPERTY**

**THIS LICENSE AGREEMENT** (“Agreement”) is made and entered into by and between the BEAUMONT UNIFIED SCHOOL DISTRICT, a California public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (the “District”) and HIGHLAND ACADEMY CHARTER SCHOOL, INC., a California non-profit benefit corporation (the “Licensee”) as of the later of the date upon which it is approved by the governing boards of the District and Licensee (“Effective Date”). The District and Licensee are collectively referred to as “the Parties.”

**RECITALS**

WHEREAS, Licensee initially received approval of its Petition and Charter (“Charter”) from the District in 2012 and the Charter was recently extended to June 30, 2030; and

WHEREAS, in 2017, the Parties agreed to enter into an in-lieu of Proposition 39 agreement whereby Licensee would occupy and utilize a portion of the District’s former Wellwood Elementary School Site, located at 715 Wellwood Avenue, Beaumont, California 92223 (“Property” refers to the total site and “Facilities” refers to that portion offered to Licensee), as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference, and such agreement was extended numerous times, with the most recent extension being through the 2024-2025 school year; and

WHEREAS, District is willing to grant Licensee a license for the non-exclusive use of the Facilities for an additional five years to June 30, 2030, to be consistent with the term of the Charter in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties desire by this Agreement to provide for the terms and conditions for the use of the Facilities.

**AGREEMENT**

NOW, THEREFORE, the parties hereto for the consideration hereinafter expressed, covenant and agree as follows:

**Section 1. Grant of License and Use of Facilities.** In consideration of the License Fee, District grants a non-exclusive license to Licensee to use the Facilities for the limited purposes of operating the Licensee's educational program in accordance with the Charter (“Program”). Any reference to Licensee’s use of the Facilities shall include use by Licensee’s employees, contractors, volunteers or invitees. The District makes no guarantee or representation that the Facilities will be available for any additional term beyond the current Term (as defined in Section 3) and/or that the

Facilities shall not be required to be shared with other programs or charter schools beyond the current Term. The District retains all rights, including the right to move the Licensee in the future in conformity with law.

**Section 2. License Fee.**

(a) License Fee. Licensee shall pay a license fee (“License Fee”) of Seven Thousand Three Hundred Twenty-Seven Dollars and Sixty-Seven Cents (\$7,327.67) per month (Total of Eighty-Seven Thousand Nine Hundred Thirty-Two Dollars and Four Cents (\$87,932.04) per year). The first payment is due upon execution of this Agreement and subsequent payments are due on or before the 1<sup>st</sup> of each month. Payments not received by District within ten (10) days of becoming due, shall bear interest on the delinquent amount at the rate of ten percent (10%) per month from the date due until the date paid. Effective on each anniversary of the Effective Date, July 1<sup>st</sup>, the License Fee shall be increased automatically in an amount equal to four percent (4%) per annum of the immediately preceding annual License Fee.

2026-27	Seven Thousand Six Hundred Twenty Dollars and Seventy-Five Cents (\$7,620.75) per month (Total of Ninety-One Thousand Four Hundred Forty-Nine Dollars (\$91,449.00) per year)
2027-28	Seven Thousand Nine Hundred Twenty-Five Dollars and Fifty-Eight Cents (\$7,925.58) per month (Total of Ninety-Five Thousand One Hundred Seven Dollars (\$95,107.00) per year)
2028-29	Eight Thousand Two Hundred Forty-Two Dollars and Fifty-Eight Cents (\$8,242.58) per month (Total of Ninety-Eight Thousand Nine Hundred Eleven Dollars (\$98,911.00) per year)
2029-30	Eight Thousand Five Hundred Seventy-Two Dollars and Twenty-Five Cents (\$8,572.25) per month (Total of One Hundred Two Thousand Eight Hundred Sixty-Seven Dollars (\$102,867.00) per year)

**Section 3. Term.** The term of this Agreement shall cover the period of July 1, 2025 through its expiration on June 30, 2030 (“Term”). This Agreement may be terminated early: (1) For Cause. This Agreement may be terminated upon thirty (30) days' notice for a material breach of the Agreement, unless the defaulting Party cures such default within the thirty (30) days provided such defaulting Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and such defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. This Agreement may be terminated immediately by the District for unsafe and/or dangerous conditions, or in the event that a natural disaster or emergency makes it necessary for the District to use the Facilities for alternative purposes; or (2) Without Cause. This Agreement may be terminated without cause by the District by giving not less than ninety (90) days written notice to the Licensee.

The District may choose to terminate this Agreement upon revocation, suspension, non-renewal or

expiration for any reason of the Licensee's Charter.

Upon the expiration or termination of this Agreement, at any time or upon any grounds provided herein, Licensee shall immediately vacate the Facilities, and if requested by the District, restore the Facilities to its condition as of the Effective Date, at the sole and exclusive cost of Licensee.

**Section 4. Full and Complete Satisfaction.** Licensee agrees that the provision of the Facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligation to provide facilities, including furnishings and equipment, to Licensee under Education Code section 47614 and the Proposition 39 regulations for the Term of this Agreement. Licensee agrees that the District has fully and completely satisfied the District's obligation to provide furnishings and equipment. Licensee agrees that, by accepting the Facilities, it certifies that the District has fully and completely satisfied the District's obligation to provide facilities, including furnishings and equipment, to the Licensee under Education Code section 47614 and all Proposition 39 implementing regulations for the Term of the Agreement. Licensee waives and forever releases the District from any claim that Licensee, or any successor entity, may have against the District regarding any allegation that the District has taken action to impede Licensee from expanding its enrollment to meet pupil demand for the Term of the Agreement. Furthermore, Licensee waives any rights it may have to subsequently object to the District's perceived failure to offer facilities, including furnishings and equipment, in accordance with applicable law and waives any rights it may have to challenge those aspects of the District's offer of facilities, including furnishings and equipment, that Licensee believes violates the substantive or procedural requirements of Proposition 39 and its implementing regulations for the Term of the Agreement. Licensee agrees that it is waiving any right to request additional facilities, furnishings and/or equipment from the District under Proposition 39 during the Term of this Agreement.

**Section 5. Conditions to Use.**

(a) **Maintenance/Repair of Facilities.** Facilities provided to the Licensee shall remain the property of the District. The ongoing operations and maintenance of the Facilities is the responsibility of Licensee. This includes, but is not limited to, grounds keeping and custodial functions, as well as routine maintenance such as, but not limited to clogged drains, broken sprinklers, etc. Licensee shall ensure that the lawn is mowed and maintained in safe and usable condition. Additionally, Licensee shall be responsible for maintaining the existing landscaping (including maintenance of shrubs, bushes and trees). Licensee shall be responsible for all costs, coordination and scheduling of all necessary inspections and fees regarding the use of the Facilities. Licensee shall provide a copy of any such report, proof of inspection or other documentation of any inspection or review to the District. Should Licensee neglect or fail to maintain the Facilities consistent with current District policy and practice, the District may, at District's sole discretion, undertake any maintenance of the Facilities and Licensee shall reimburse District for the costs of such maintenance within thirty (30) days of invoice by District.

District shall be responsible for the major maintenance of the Facilities used by Licensee. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Licensee.

In the event that Licensee requires the District to perform major maintenance, as allowed for above, Licensee must submit such request via appropriate District processes. Currently, and until further written notice, Licensee must submit such requests on a form developed by the District via mail, email, or personal delivery, to the Director of Maintenance and Operations or designee. For an emergency request for service, Licensee should call Director of Maintenance and Operations or designee. Emergency request is defined as a situation requiring immediate attention, generally characterized by a dangerous or hazardous condition. Emergency work should be of such importance that immediate action is required to prevent a safety or health hazard, or prevent significant damage to District property. The District reserves the right to implement a different process for submission of maintenance/repair requests.

Notwithstanding the District's major maintenance obligations, Licensee shall be responsible for and shall pay for any repairs or replacements of any character whatsoever which are occasioned or are made necessary by reason of the negligence or misuse of the Facilities by Licensee. Negligence shall include, but not be limited to, Licensee's failure to perform day to day upkeep or failure to submit a timely repair/maintenance request to the District.

(b) Installation of Improvements by Licensee. Licensee shall not construct or install any improvements (as defined in Civil Code 660) on the Property or otherwise alter the Property without the prior written consent of District, and if required, the Division of the State Architect ("DSA"). District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements for any reason. Unless otherwise specified in this Agreement, in each case where prior written consent of the District is required, such consent shall be obtained exclusively from the District's Chief Business Official, and consent obtained from any other source shall be invalid. Contractors retained by Licensee with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable including, but not limited to building codes, fingerprinting requirements and prevailing wage laws. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the premises and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students.

Licensee shall deliver to District, promptly after Licensee's receipt thereof, originals or, if originals are not available, copies of any and all of the following instruments and documents pertaining to any testing, construction, repair or replacement of improvements on the Facilities: (a) plans and specifications for the subject improvements, (b) test results, physical condition and environmental reports and assessments, inspections, and other due diligence materials related to the subject improvements, (c) permits, licenses, certificates of occupancy, and any and all other governmental approvals issued in connection with the subject improvements, (d) agreements and contracts with architects, engineers and other design professionals executed with respect to the design of the subject improvements, (e) construction contracts and other agreements with consultants, construction managers, general and other contractors, and equipment suppliers pertaining to the construction, repair or replacement, as the case may be, of the subject improvements and (f) all guaranties and warranties pertaining to the construction, repair or replacement, as the case may be, of the subject improvements.

Licensee will not permit any liens or claims to stand against the Facilities or the Property for labor or material furnished in connection with any work performed by Licensee. Upon reasonable and timely notice of any such lien or claim delivered to Licensee by District, Licensee may bond and contest the validity and the amount of such lien, but Licensee will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense. Additionally, Licensee may not use or operate the improvements until the project is closed-out and certified by DSA, if applicable, and/or final approval is received from any applicable agency. Licensee shall provide evidence of close-out and certification or approval, in a form reasonably acceptable to the District.

Licensee shall indemnify, defend and hold harmless District, its directors, officers and employees from any loss, damage, claim, cause of action, cost, expense or liability arising out or caused by any violation by Licensee or its directors, officers, employees or contractors of any applicable federal, state or local statute, ordinance, order, governmental requirement, law or regulation that applies to any work, including, without limitation, any labor laws and/or regulations requiring that persons performing work on any improvements be paid prevailing wage.

(c) Non-Interference with District Activities. This Agreement shall not grant Licensee the right to interfere with any activities of District, as determined by the District in its sole discretion.

(d) Conduct of Licensee, Employees and Invitees. Licensee shall ensure that all employees, contractors, volunteers, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no consumption of intoxicating liquors or other controlled substances, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure on or near the Facilities and/or Property. In the event the District determines, in its sole and absolute discretion, that an employee, contractor, volunteer or invitee of Licensee is failing to adhere to proper standards of public conduct the District reserves the right to remove said individual, and/or require Licensee to remove said individual from the District's Property and prohibit future access to the Property. Licensee shall ensure that, unless otherwise stated in this Agreement, all employees, contractors, volunteers, invitees, and all others in attendance remain within the Facilities designated for use in this Agreement only.

(e) Utilities. Licensee shall secure all necessary utility services (such as water, power, gas, insect control, fire extinguisher maintenance, security monitoring/alarm, telephone, etc.) and be responsible for 100% of the utilities costs during the Term, regardless of actual usage. Licensee shall obtain its own internet service provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware.

(f) Insurance. Licensee shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "AWIT in A.M. Best Insurance Rating Guide, or, in the case of self-insurance with a Joint Powers Authority, a memorandum of coverage providing the levels of insurance coverage as set forth in Licensee's current Charter and/or as may be later updated by the District's Risk Management.

(g) Indemnification. Licensee shall be responsible for, and District, its board members, officers, agents, employees, students and invitees (“District Parties”) shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of the acts, omissions, and/or negligence of Licensee, its agents, officers, employees, guests or invitees (“Licensee Parties”), or resulting from Licensee Parties' activities at the Property including the Facilities or from any cause whatsoever arising out of or in connection with this Agreement or any other use or operations at the Property including the Facilities. Licensee shall indemnify and defend District Parties against and will hold and save them and each of them harmless from any and all actions, claims, liens, damages to persons or property, penalties, obligations or liabilities, including attorney’s fees, that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization arising out of or in connection with Licensee Parties’ activities at the Property including the Facilities, this Agreement, and any other use of and operations at the Property including the Facilities pursuant to this Agreement, whether or not there is concurrent passive negligence on the part of District Parties, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the sole active negligence or willful misconduct of District Parties. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to liability resulting from violation of any applicable Federal, State or local statute, ordinance, order, requirement, law or regulation that may adversely affect the Property including the Facilities, including, without limitation, any applicable labor laws and/or regulations. Licensee further agrees to indemnify, defend and hold harmless District Parties and each of them from any claim or cause of action arising out of or related to any personal property of Licensee Parties stored at the Property including the Facilities. In connection therewith:

(i) Actions Filed. Licensee shall defend any action or actions filed in connection with any of said claims, liens, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.

(ii) Judgments Rendered. Licensee shall promptly pay any judgment rendered against Licensee Parties or District Parties covering such claims, liens, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations at the Property including the Facilities referred to herein and agrees to save and hold District Parties harmless therefrom.

(iii) Costs and Expenses; Attorneys' Fees. In the event District Parties are made a party to any action or proceeding filed or prosecuted against Licensee Parties for such damages or other claims arising out of the use of and operations at the Property including the Facilities referred to herein, Licensee agrees to pay District Parties any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' and expert witness fees.

The provisions of this Section shall survive the termination or expiration of this Agreement.

(h) Program Costs and Equipment. Licensee shall provide all materials, furnishings and equipment to be used for its Program. District may have surplus furnishings or equipment. To the extent that District has surplus furnishings or equipment, District agrees that such furnishings or equipment may be available to Licensee. The determination of whether any furnishings or equipment are surplus shall be at the sole discretion of the District. Licensee acknowledges that some furnishings

or equipment may be restricted to use for a particular purpose, program or location and may not be available, even if not in use at the time of Licensee's request. Licensee shall make any request for furnishings or equipment in writing to the Chief Business Official or his/her designee. District will advise Licensee of any available surplus furnishings or equipment as soon as possible, but cannot guarantee that such furnishings or equipment will be accessible within a specified time frame. Licensee shall be responsible for the transportation of any furnishings or equipment to and from the Property and for any costs associated therewith. All furnishings and equipment shall remain the property of District. All furnishings and equipment shall be returned to the District at the end of Licensee's use in the same condition as received, reasonable wear and tear excepted. Licensee shall be responsible for the cost of replacing any damaged, lost or stolen furnishings or equipment. The Parties will maintain a list of furnishings and equipment being used by Licensee. In the event that District requires any furnishings or equipment loaned to Licensee to be returned for school purposes, District shall provide Licensee with as much notice as reasonably possible, and Licensee shall return such furnishings or equipment to the District within the timeframe specified by District.

(i) Program Supervision and Security. Licensee shall provide all necessary supervision and security while using the Facilities. Licensee is required at all times to maintain the security of the Facilities by the proper use of all security systems and devices. Licensee is solely responsible for the safety and security of its employees, students, contractors, volunteers and invitees at all times.

(j) Locks - Keying and Access Authorization. The lock style, types of gates, and key/code authorization to be utilized at the Facilities will be coordinated in such a manner as to allow dual access while maintaining the safety and security of people and property. District shall retain sole discretion and authority to determine lock style, types of gates, and key/code authorization at the Facilities. The District's Representative shall provide Licensee's Representative with up to one (1) set of keys for each employee necessary to access the Facilities.

(k) Parking. Parking in the parking lot shall not be reserved and shall be limited to standard-sized automobiles. Licensee shall not allow large trucks or other large vehicles to use the parking lot on the Property and shall not allow overnight parking. All vehicles shall be parked only in marked parking areas and not in driveways, loading areas, or other areas not specifically designated for parking.

(l) Access. Licensee shall permit District, its agents, representatives or employees, to enter upon the Property and Facilities for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Property or Facilities. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants.

(m) Taxes. The parties recognize that District, as a government entity, is exempt from the payment of property taxes. Licensee shall be solely responsible for the payment of all Licensee's possessory interest taxes, if any, during the term of the Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Licensee that: (i) the Facilities are subject to possessory interest taxes, and that such taxes shall be paid by Licensee; and (ii) Licensee may be subject to the payment of property taxes levied on the possessory interest obtained by Licensee.

The parties acknowledge that during the term of this Agreement, Licensee shall be solely responsible for any and all possessory interest taxes and related charges and expenses (collectively, "Possessory Interest Taxes") imposed with respect to the Facilities, and shall indemnify, defend and hold harmless the District against all Possessory Interest Taxes. This statement is intended to comply with Section 107.6 of the Revenue and Taxation Code.

(n) Additional Space. There are additional classrooms at the Property. The District may use the additional classrooms in its discretion, so long as the use is not inconsistent with shared use of the Property with Licensee.

(o) Hazardous Materials. Under no circumstances during the term of this Agreement shall Licensee use or cause to be used at the Facilities any hazardous or toxic substances or materials, and under no circumstance during the term of this Agreement shall Licensee store or dispose of any such substances or materials in the Facilities. Notwithstanding the foregoing, Licensee may use, at its own risk, in compliance with any applicable laws and District policies, any ordinary and customary materials reasonably required to be used in the normal course of Licensee's Program, such as ordinary office supplies and common household cleaning materials.

(p) Civic Center Act. The Licensee shall have primary use of the space allocated to the Licensee for the operation of its educational program pursuant to the Charter during its regular school hours; provided, however, that after 3:30 pm during the week and all day on weekends and holidays, the Facilities shall be subject to use by the public pursuant to the Civic Center Act and/or any joint use or recreational program use that has been established by the District. Civic Center Act use requests, for use of the Facilities by users other than Licensee, shall be evaluated and handled by the District, but coordinated with the Licensee. Licensee shall direct all Civic Center Act requests for use of the Facilities to the District. All proceeds derived from the use of the Facilities pursuant to the Civic Center Act shall be the property of the District.

(q) Vacating Facilities. Licensee acknowledges and agrees that this Agreement is a non-exclusive license and is not a lease or other instrument that conveys an interest in real property and, as such, does not impart protections to the Licensee that would be consistent with a lease. Accordingly, Licensee acknowledges and agrees that upon the expiration or earlier termination of the Agreement, Licensee will not have access to the Facilities and the District may elect to change locks or take other steps to prevent Licensee from having access to the Facilities. The District may remove from the Facilities any remaining personal belongings of Licensee and/or will endeavor to cooperate with Licensee to schedule a mutually convenient time to allow Licensee to remove its personal belongings, if any remain, from the Facilities; however, such access is to be made under the District's supervision.

LICENSEE INITIALS: \_\_\_\_\_

#### **Section 6. Compliance with Law.**

(a) Licensee shall comply with all laws, ordinances, zoning, rules, and regulations applicable to the Facilities, enacted or promulgated by any public or governmental authority or agency,



including without limitation District, having jurisdiction over the Facilities. Licensee shall be responsible for obtaining and maintaining throughout the Term of the Agreement all permits, licenses, approvals, including a conditional use permit if necessary, from any local, state, or federal agency necessary for the Program and/or use of the Facilities. Licensee shall comply with requirements of state law regarding health screening, fingerprinting, and background checks, as applicable.

(b) District has made no representation or warranty as to the suitability of the Property and/or the Facilities for Licensee's Program, and Licensee waives any implied warranty that the Property and/or the Facilities are suitable for Licensee's intended purposes. Prior to the commencement date of the Program, Licensee shall have taken the appropriate steps and made the appropriate inquiries to confirm that Licensee is or will be as of the commencement date of the Program in compliance with all laws, ordinances, zoning, rules, and regulations applicable to the Program and Licensee's operation of the Program, enacted or promulgated by any public or governmental authority or agency and will maintain compliance throughout the duration of the Term.

(c) In furtherance of Section 6(b) above, District makes no representation or warranty regarding the condition of the Facilities and/or Property with respect to any public health concern and shall not be responsible or liable for any harm or damage related to any public health concern incurred by Licensee or any Licensee official, staff, student, or guest entering the Facilities and/or Property at the invitation/request of, with the permission of, and/or on behalf of Licensee, except where caused by the District's gross negligence or willful misconduct. By executing this Agreement, Licensee hereby accepts sole responsibility to take all steps necessary to comply with any law, regulation, or guidance related to its use of the Facilities and/or Property to address any public health concern throughout the term of the Agreement including, but not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the Facilities. Licensee is solely responsible for determining any public health concern laws, regulations, and/or guidelines applicable to its use of the Facilities and/or Property and ensuring compliance throughout the term of the Agreement which may include temporarily limiting or stopping use of the Facilities and/or Property based on current or future orders by the federal, state, or local government and implementing safety procedures including, but not limited to, requiring face masks, implementing social distancing procedures, conducting "deep cleaning" in high traffic areas, and providing extra sanitary supplies for anyone entering the property. Licensee shall require and ensure that its officers, employees, contractors, volunteers, invitees, and all others in attendance for purposes of or related to Licensee's use of the Facilities comply with all laws, and/or federal, state, or local public health orders, guidance, or requirements relative to any public health concern and/or other pandemic or public health matters.

(d) By entering into this Agreement, District is not making any implied or explicit suggestion or warranty that the Facilities and/or Property is protected from any public health concern or otherwise safe for use. Licensee shall also defend, indemnify and hold harmless District and its Board, employees, and agents from any harm, claim, liability, or damage arising out of, caused by, or from any person claiming to have contracted, or demonstrating contraction of, any public health concern, or any related sickness or ailment as the result of entering the Facilities and/or Property at the permission or request of Licensee and any claimed violation of any regulation related to any public health concern arising from the Facilities and/or Property or Licensee's use. Except as explicitly stated in the Agreement, this Agreement does not require the District to take any responsibility for additional cleaning or sanitation obligations with respect to the Facilities and/or Property which shall remain the sole responsibility of the Licensee.

LICENSEE INITIALS: \_\_\_\_\_

**Section 7. Legal Interpretation of Instrument.** The Parties expressly understand and agree that this Agreement constitutes a non-exclusive license for use of the Facilities and is made pursuant to the requirements and authorization of Proposition 39. This Agreement is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Licensee acknowledges that a license is a valid form of agreement and shall not contest the validity of the form of this Agreement in any action or proceeding brought by Licensee against the District, or by the District against Licensee. Should either party be compelled to institute arbitration, legal, or other proceedings against the other for or on account of the other party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings. This Agreement shall be governed by the laws of the State of California with venue in Riverside County.

**Section 8. No School District Affiliation/Endorsement.** Licensee, its employees, agents and/or representatives shall not imply, indicate or otherwise suggest that Licensee's use and/or any related activities are connected or affiliated with, or are endorsed, favored, sponsored or supported by, or opposed by the District or any of District's school sites in any way. No signage, flyers, advertisements, registration materials, or other material may reference the District, any District school name, logo or mascot without the prior written consent of the District's Superintendent or Chief Business Official, except that Licensee may indicate the location of Licensee's Program.

**Section 9. Attorneys' Fees.** If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear their own attorneys' fees.

**Section 10. Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both parties.

**Section 11. Notices.** Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally, or three (3) days after mailing by United States mail as follows:

If to LICENSEE: Highland Academy  
Attn: Program Director  
715 Wellwood Avenue  
Beaumont, California 92223

If to DISTRICT: Beaumont Unified School District  
Attn: Chief Business Official  
350 W. Brookside Avenue P.O. Box 187  
Beaumont, California 92223

Any party may change the address or persons to which notices are to be sent to it by giving the written notice that such change of address or persons to the other parties in the manner provided for giving notice.

**Section 12. Official Representatives.** The official representative for District shall be the Chief Business Official or his/her designee. The official representative for Licensee shall be Program Director or his/her designee.

**Section 13. Employees/Independent Contractors.**

(a) For purposes of this Agreement, all persons employed by Licensee in the performance of services and functions with respect to this Agreement shall be deemed employees of Licensee and no Licensee employee shall be considered as an employee of the District under the jurisdiction of District, nor shall such Licensee employees have any District pension, civil service, or other status while an employee of the Licensee.

(b) Licensee shall have no authority to contract on behalf of District. It is expressly understood and agreed by both parties hereto that Licensee, while engaged in carrying out and complying with any terms of this Agreement, is not acting as an agent, officer, or employee of District.

**Section 14. Assignment.** Licensee shall not assign this Agreement.

**Section 15. Nondiscrimination.** In utilizing the Agreement, Licensee shall comply with all applicable non-discrimination laws and shall not discriminate against any person on account of race, color, religion, age, sex, marital status, mental or physical disability, gender, gender identity, gender expression, sexual orientation, genetic information, ethnicity, ethnic group identification, national origin or nationality, ancestry, or a perception that a person has any of these characteristics or that the person is associated with a person who has, or is perceived to have, any of these characteristics.

**Section 16. As-Is Condition.** The Facilities are licensed in as-is condition and District makes no representation or warranty of any kind regarding the character of the Facilities and/or Property.

**Section 17. Exhibits.** The following appendix which is attached hereto is incorporated herein and made a part of this Agreement:

Exhibit A: Location and Description of Property and Facilities

**Section 18. Recitals.** The Recitals are incorporated into this Agreement as though fully set forth herein.

**Section 19. Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the District and Licensee. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

**Section 20. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

**Section 21. Severability.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

**Section 22. Scanned/Electronic Signatures.** This Agreement may be executed and transmitted to any other party by PDF or DocuSign or similar technology, which version of the Agreement shall be deemed to be, and utilized in all respects as, an original, wet-inked document. If one or more Parties choose to sign this Agreement with electronic signatures, such signatures will be obtained in compliance with the Uniform Electronic Transactions Act (Civil Code § 11633.1 *et seq.*) and Government Code Section 16.5 pertaining to digital signatures.

**Section 23. Ambiguities not to be Construed against Drafting Party.** The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties hereto with respect to this Agreement.

**Section 24. Days/Holidays.** All references to days herein shall refer to calendar days unless otherwise noted. When performance of an obligation or satisfaction of a condition set forth in this Agreement is required on or by a date that is a Saturday, Sunday, or legal holiday, such performance or satisfaction shall instead be required on or by the next business day following that Saturday, Sunday, or holiday, notwithstanding any other provisions of this Agreement.

**Section 25. Non-Liability of Officials.** No officer, member, employee, agent, or representative of the parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

**Section 26. Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not signatory to this Agreement.

**Section 27. Signs.** Licensee shall not have the right to place, construct or maintain any sign, advertisement, awning, banner, or other external decorations on the improvements that are a part of the Facilities without District's prior written consent, which consent is at the District's sole discretion.

**Section 28. Time of the Essence.** Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

**Section 29. Waiver.** The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

**Section 30. Board Approval.** In accordance with Education Code section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the District's Board of Trustees duly passed and adopted.

***SIGNATURES ON FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

DISTRICT: **BEAUMONT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Its:

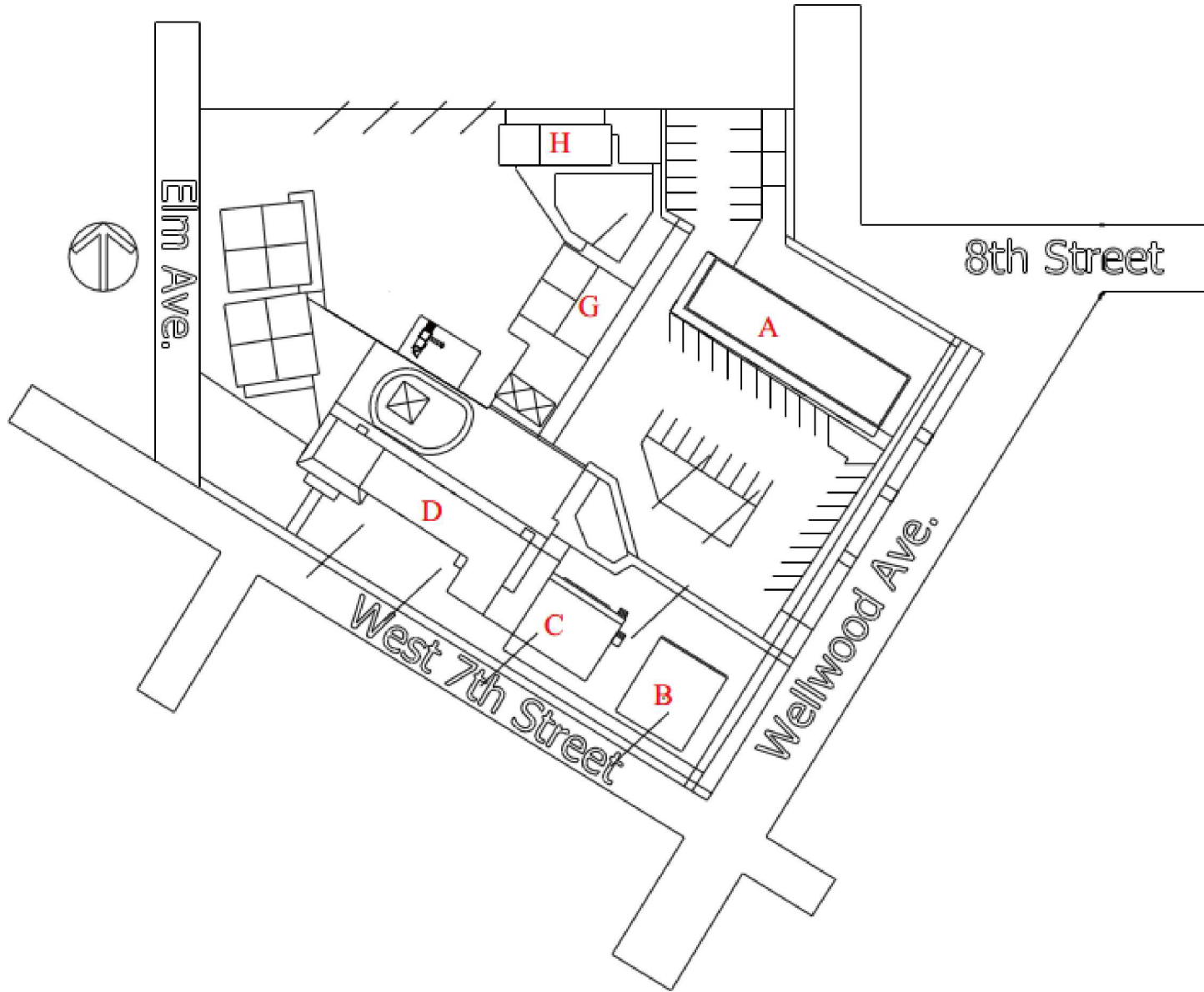
LICENSEE: **HIGHLAND ACADEMY**

By: \_\_\_\_\_

Its:

**Exhibit "A"**

**Description of Property and Facilities**



**715 Wellwood Avenue - Beaumont CA 92223**

**Facilities defined as: Use of restrooms only in Building A; and Buildings B, C, D, G and H, Parking Lot, and Playground located on the above pictured property.**