





JOINT VENTURE AND LICENSE AGREEMENT BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND RIVER OAK CENTER FOR CHILDREN

THIS JOINT VENTURE AND LICENSE AGREEMENT ("Agreement" or

"License") is made and entered into upon approval between the parties below ("Effective Date"), by 15,2016

ly 1, 2022 ("Effective Date") by and between the rict")

and River Oak Center for Children

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the District and ROC desire to enter into a joint venture and license relationship for the use of the

an agreement with the District, ROC and the Fruit Ridge Community Collaborative (FRCC). Any adjustments, as described in the Agreement, shall be negotiated at least 90 days before the end of the License Year (the "Negotiation Period") and by the providing of written notice as set forth in section 5.11 below.

License Fee. The initial License Fee shall be \$1.88 per square foot per year for the Premises. ROC shall be responsible for all inspections as required by law, including but not limited to, fire and safety inspections and any fees required to be paid for any such inspections.. After the first License Year, any adjustments to the License Fee may not be increased more than 10% above the prior year's License Fee based upon the costs incurred by the District relating to the Premises and other considerations identified by the District. The License Fee shall be negotiated each year, after the first License Year during the Negotiation Period. The License Fee shall be paid quarterly, and shall be due, beginning in the first License Year, on or before October 15, 2016 (a pro-rated License Fee), January 15, 2017, and April 15, 2017, with a new cycle of quarter(7,)-12c ra onsee f8.8 7 (w)-6.8 () \cdot 0 Td[20)-aao3.2 (continuous)

be coordinated in accordance with the rules and regulations adopted by Fruit Ridge Community Collaborative ("FRCC").

1.6 <u>Premises Inspection: Keys and Codes.</u> During normal business hours, the District may enter and inspect the Premises for compliance under the License and for compliance by any sublicensee. Such entry shall not unreasonably interfere with the activities being conducted at the Premises.

Termination Date, ROC and ROC's agents, officers, employees, volunteers and independent contractors shall immediately vacate the Premises. ROC shall have the right to remove furnishings and equipment without damaging the classrooms or the modular building.

ARTICLE III

ASSESSMENTS, TAXES, FEES, CHARGES, AND UTILITIES

ROC shall pay or cause to be paid, and hold District and the property of District, including the Premises, free and harmless from all assessments, taxes, fees, and charges, including but not limited to, charges for the furnishing of telephone services and other public utilities, including internet access and use. ROC shall be billed quarterly, payable within 30 days, of all utility use incurred by ROC. Utility charges shall be proportional to the share of the utility costs of other users at Fruit Ridge and shall be administered and collected by the District. District shall not be liable in damages or otherwise for any interruption in the supply of any utility services to the Premises nor shall any such interruption constitute any ground for an abatement of ROC's obligations under the Agreement, unless such is the result of the gross negligence or willful misconduct of District. The use of tax exempt property, such as the Premises, may subject persons or entities occupying the Premises to a "possessory interest tax." To the extent ROC is subject to a possessory interest tax for its use, the tax shall be paid by ROC.

ARTICLE IV

INSURANCE AND SAFETY

of ROC, caused or allegedly caused by either (1) the condition of the Pr3C,

- 5.7 Governing Law and Venue. The Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Subject to the alternative dispute resolution provision set forth in section 5.12, any action or proceeding seeking any equitable remedies or remedies at law with respect to the provisions of the Agreement shall be brought in the Superior Court for the County of Sacramento.
- 5.8 Assignment. ROC shall not have the right to assign the Agreement or any interest in the Agreement, without District's prior written consent. Any assignment made without such prior written consent shall be void, and at the option of District, shall terminate the Agreement. No right under the Agreement, nor claim for any money due or to become due hereunder shall be asserted against District, or persons acting for District, by reason of any assignment of the Agreement without District's written consent. Consent to one assignment, or other transfer shall not be deemed to constitute consent to any subsequent assignment, or other transfer.
- 5.9 **Binding Effect.** The Agreements, conditions, and provisions contained in the Agreement shall, subject to provisions for assignment, apply to and bind the heirs, executors, administra-0.005 Tc6 (ubj)-Ds, successors, and assigns of the parties -0.005 Tc it.

<u>Independent Contractor.</u> ROC is an independent contractor, not an officer, employee or agent of District.

5.11 Notices. Any notice required or desired -0.005 in pursuant to the Agreement shall be in (s) +6. (h) 8.0 Titt0 Tc 12 0 0 12(-0.00n8 (7n) o Td[tti.5 (ha).6 (o) 2.7 (r) -2 i 0 0 12(Tc -0.004] TJO Tc