
School District and Pivot Sacramento for Fruitridge Community Collaborative

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Di Spring

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change of the April to April monthly indices, whichever is greater (“Annual Adjustment”). The minimum Annual Adjustment in Rent shall increase by no less than three percent (3%) and no greater than six percent (6%).

- 5.1.2 Notification. District shall notify Tenant of the Annual Adjustment of the Rent, in writing, by July 1 of each year. The Annual Adjustment of

11.2.2 If the District terminates for cause, Tenant's and its sublessees'

without limitation, vaporized or e-cigarette, and/or other restricted substances; (b) Any use or activity which involves gambling and/or the conducting of games of chance; (c) Any use or activity which is inconsistent with the use of the Premises for the Program expressly stated herein, the use of the Premises for school purposes, or which otherwise interferes with school or District activities or the regular conduct of schoolwork , as applicable to the Property ; (d) Any use or activity which is discriminatory against any group or individual protected under local, state, or federal antidiscrimination laws or District policy; (e) Any use or activity that includes fighting, quarrelling, abusive language, or noise which may be offensive to other uses, activities, or the neighborhood; (f) Any use or activity for the commission of any crime or any act prohibited by law or District policy, nor shall the Property or Premises be used for any unlawful purpose; (g) Any use or activity which is inimical or contrary to public morals, good manners, taste and/or welfare or which is morally objectionable as unsuitable for a public educational facility; (h) Any use or activity which would, in the sole discretion of District, unduly disrupt the residents in the surrounding neighborhood; (i) Any use or activity which would, in the sole discretion of District, injure or damage the Property, Premises, school facilities, grounds, equipment, or other school or District property; (j) Any use or activity which may cause an increase in the existing rate of insurance upon the Property or Premises or cause the cancellation of any insurance policy covering the Property or Premises; (k) No animals of any kind are allowed on the Property or Premises except for certified service animals or unless otherwise required by law ; (l) Firearms, including pellet guns, BB guns, or sling shots, and other weapons or explosive devices are prohibited on any District property, including the Property and the Premises ; and (m) Tenant and its sublessees shall not commit or suffer to be committed, any waste upon the Property or Premises, or place any harmful s-7.9 (f)-.1 (e)0 (r)-2.7 4.6 (r)-2.y (m)-7.9 (i) (m)1.gy 2n (w)0.IC10.6 (e)0.6 (.5

16.3 If parking on the Property, Tenant and its sublessees, participants, employees, agents, volunteers, licensees, and invitees must park in District designated parking locations and drive on designated roadways. Under no circumstances shall Tenant or its sublessees, participants, employees, agents, volunteers, licensees, and invitees drive or park on lawns, fields, pedestrian pathways, corridors, tracks, landscaping, courtyards, sidewalks, or any other areas not intended for vehicles. Parking in designated fire lanes is prohibited. Tenant shall be solely responsible for any and all property damage or other losses resulting from unauthorized use or parking of vehicles in prohibited areas on the Property by Tenant or its sublessees, participants, employees, agents, volunteers, licensees, or invitees. District shall have no responsibility for the safety of the vehicles or their contents parked at the Property, and Tenant assumes the entire risk of loss and theft with respect to property p (f)6.6 (1.2 (f)6.6 er6.6 ()5 (t)-8.6 (e)D4

but not limited to, personal or bodily injuries, illnesses, infectious diseases or bacterial or viral infections, death, property damage, theft or loss, or any non-compliance with any federal, state, or local laws, orders, regulations, or health and safety guidelines and unless caused wholly by the sole negligence or willful misconduct of the Indemnified Parties; and in case any action or proceeding be brought against District or the Indemnified Parties, the sublessee, upon notice from District, shall defend the same at the sublessee's expense by counsel selected and approved in writing by District.

18. Insurance.

18.1 Commercial General Liability Insurance. Tenant and its sublessees shall, during the Term or any Renewed Term of this Agreement, maintain in force, a combined, single -limit liability commercial general insuran5.6 (l g18; p.6 (b)1)18 (-)15i9.5 (5.6y.4 (a)

18.4 Property Insurance. Tenant acknowledges and understands that the insurance tiura

19. Health Pandemic Requirements.

19.1 Health Pandemic Protocols and Guidelines. Tenant hereby acknowledges that the County of Sacramento, through its Health Officer, the State of

PERSONAL OR BODILY INJURY, SICKNESS, ILLNESS, VIRAL OR BACTERIAL EXPOSURE OR INFECTION, HOS PITALIZATION, LOSS OF PERSONAL PROPERTY, QUARANTINES, AND/OR DEATH AND ALL RELATED COSTS AND EXPENSES to Tenant or any member of Tenant's Contacts from, or in any way associated with, COVID -19 or other related or similar pandemic or infectious disease, sickness, or ailment that directly or indirectly results from, arises out of, or in any manner is connected with Tenant's or Tenant's Contact's use of or presence in, upon, or about the Premises or Property. This assumption of responsibility and risk include s, without limitation, all KNOWN AND UNKNOWN RISKS AND DANGERS, INHERENT OR OTHERWISE.

20. Waiver & Release from Liability _____. To the fullest extent permitted by California law, Tenant releases District, its Board

otherwise required to pay hereunder, shall be the full responsibility of Tenant, and Tenant shall pay all sums prior to delinquency. Tenant is responsible for any interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, along with reasonable damages, costs, and attorneys' fees and expenses which District may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Agreement. In the event of nonpayment by Tenant, District shall have all the rights and remedies with respect thereto as District has for the nonpayment of the monthly rent. This provision shall survive the expiration or earlier termination of this Agreement. all

24. Reservation of Rights. District reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; telephone and telegraph power lines; and the applications and appurtenances necessary or convenient for connection therewith, in, over, upon, through, across and along the Premises or any part thereof, and to enter the Premises for any and all such purposes. District also reserves the right to grant franchises, easements, rights of way, and permits, in, over, upon, through, across, and along any and all portions of the Premises. Notwithstanding the foregoing, no rights reserved by District in this clause shall be so exercised as to interfere unreasonably with the use and operation of the Premises by Tenant as permitted under this Agreement. s by

25. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or deposited in the United States mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT
425 1st Avenue
Sacramento, CA 95818
Attn: Nathaniel Browning
Director, Planning & Property Management

PIVOT SACRAMENTO
4625 44TH Street
Sacramento, CA 95820
Attn: Lisa Miller

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective five (5) days after deposit in the United States mail.

26. Inspection. District's

employee, partnership, joint venture, or association between the Parties or any sublessee of Tenant .

30.

IN WITNESS WHEREOF , the Parties hereto have executed this Agreement on the date above first written.

ACCEPTED AND AGREED:

DISTRICT:

TENANT:

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT ,

EXHIBIT " A"

SITE MAP OF THE PROPERTY

The District - owned Property is located at 4625 44th Street in Sacramento, California , and is depicted in yellow below .



EXHIBIT “ B”

DESCRIPTION OF THE PREMISES

The Premises constitutes a portion of the District -owned Property located at 4625 44th Street in Sacramento