

VEHICULAR PARKING JOINT USE AGREEMENT
(PROSPECT PARK)

This vehicular parking joint use agreement (“Agreement”) is made and entered into this 19th day of November, 2013 (“Effective Date”), by and between the City of Redlands, a municipal corporation (“City”), and Kimberly-Shirk Association, a non-profit corporation and its subsidiaries (collectively referred to herein as the “Association”). City and Association are sometimes individually referred to herein as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, City is the owner of certain real property, commonly known as Prospect Park, which is more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Association is the owner of certain real property, commonly known as Kimberly Crest House and Gardens, which is more particularly described in Exhibit “B” attached hereto and incorporated herein by this reference; and

WHEREAS, City and Association, respectively, own and operate certain parking facilities which, in combination, contain fifty-nine (59) spaces, and which are more particularly described in Exhibit “C” attached hereto and incorporated herein by this reference (the “Premises”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City of Redlands and Kimberly-Shirk Association, agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall be in perpetuity.
2. RENT. Association shall pay City annual rent in the amount of One Dollar (\$1.00) for use of City’s portion of the Premises. The initial year’s rent shall be payable within ten (10) days of the Effective Date of this Agreement, and for subsequent years, shall be payable on or before the anniversary of the Effective Date of this Agreement. The rent shall be paid at the address set forth for notices in Section 9 of this Agreement, or such other address as City may notify Association of, in writing.
3. USE. The Premises shall be used by Association on a non-exclusive basis only for the parking of vehicles by officers and employees of Association, and Association’s patrons, guests and invitees (“Permitted Users”), subject to the following conditions:
 - A. Association shall not impose or collect any fee or charge for use of the Premises;

- B. Association shall not make any improvements to the portions of the Premises owned by the City, except with the prior written consent of City; and,
 - C. Any signs proposed for the Premises shall be subject to approval of City prior to placement.
4. ASSOCIATION MAINTENANCE. Association shall have no obligation to maintain the City-owned portion of the Premises; provided, however, that during any period in which the Association is sponsoring a program which requires use of the Premises, Association shall be responsible for the clean-up of such areas. Association shall also provide for adequate trash receptacles and be responsible for the pick-up of litter after Association approved events, and for the emptying of such receptacles on a regular basis.
 5. SAFETY. The roadways and parking areas within the Premises shall at all times be operated in accordance with all state and City laws and regulations. Association agrees to report any and all potential safety hazards to City. Association shall also be responsible for correcting any identified safety hazards relating to equipment owned by Association.
 6. INSURANCE. City and Association shall maintain adequate liability insurance, or shall self-insure, for property damage and bodily injury arising out of their respective activities under this Agreement. The Parties shall name each other as additional insureds on any such policies and provide each other with certificates of insurance evidencing the same concurrent with the execution of this Agreement.
 7. HOLD HARMLESS. Association shall defend, indemnify and hold harmless City, and its elected officials, officers, employees and agents from and against any and all causes of action, claims, damages, losses and liability whatsoever of persons or property resulting in any way from any negligent acts or omissions, or willful misconduct, of Association, or its patrons, employees and invitees, arising from or resulting in connection with use of the Premises.

City shall defend, indemnify and hold harmless Association, and its officers, employees and agents from and against any and all causes of action, claims, damages, losses and liability whatsoever of persons or property resulting in any way from any negligent acts or omissions, or willful misconduct, of City, or its patrons, employees and invitees, arising from or resulting in connection with use of the Premises.
 8. ASSIGNMENT. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any assignment or attempted assignment without such consent shall result in the immediate termination of this Agreement.
 9. NOTICES. All notices to be given under this Agreement shall be in writing and delivered in person, or sent by first class mail, postage prepaid, addressed as follows:

City:
City Clerk
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Association:
Executive Director
Kimberly Crest House and Garden
1325 Prospect Drive
Redlands, CA 92373

10. ENTIRE AGREEMENT/AMENDMENT. This Agreement represents the entire agreement between the Parties as to the matters contained herein, and shall be amended only by written agreement executed by the Parties.
11. ATTORNEYS' FEES. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing Party shall, in addition to costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
12. CITY'S AUTHORITY. City at all times shall have the authority to refuse entry and/or to remove persons and property from Prospect Park and the Premises for violation of any State or City law, rule or regulation.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

CITY OF REDLANDS

KIMBERLY-SHIRK ASSOCIATION

Pete Aguilar, Mayor



Lorraine Anderson, President

ATTEST:

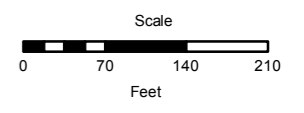
Sam Irwin, City Clerk

Exhibit A- Prospect Park

Legend

-  Parking Facilities
-  Prospect Park

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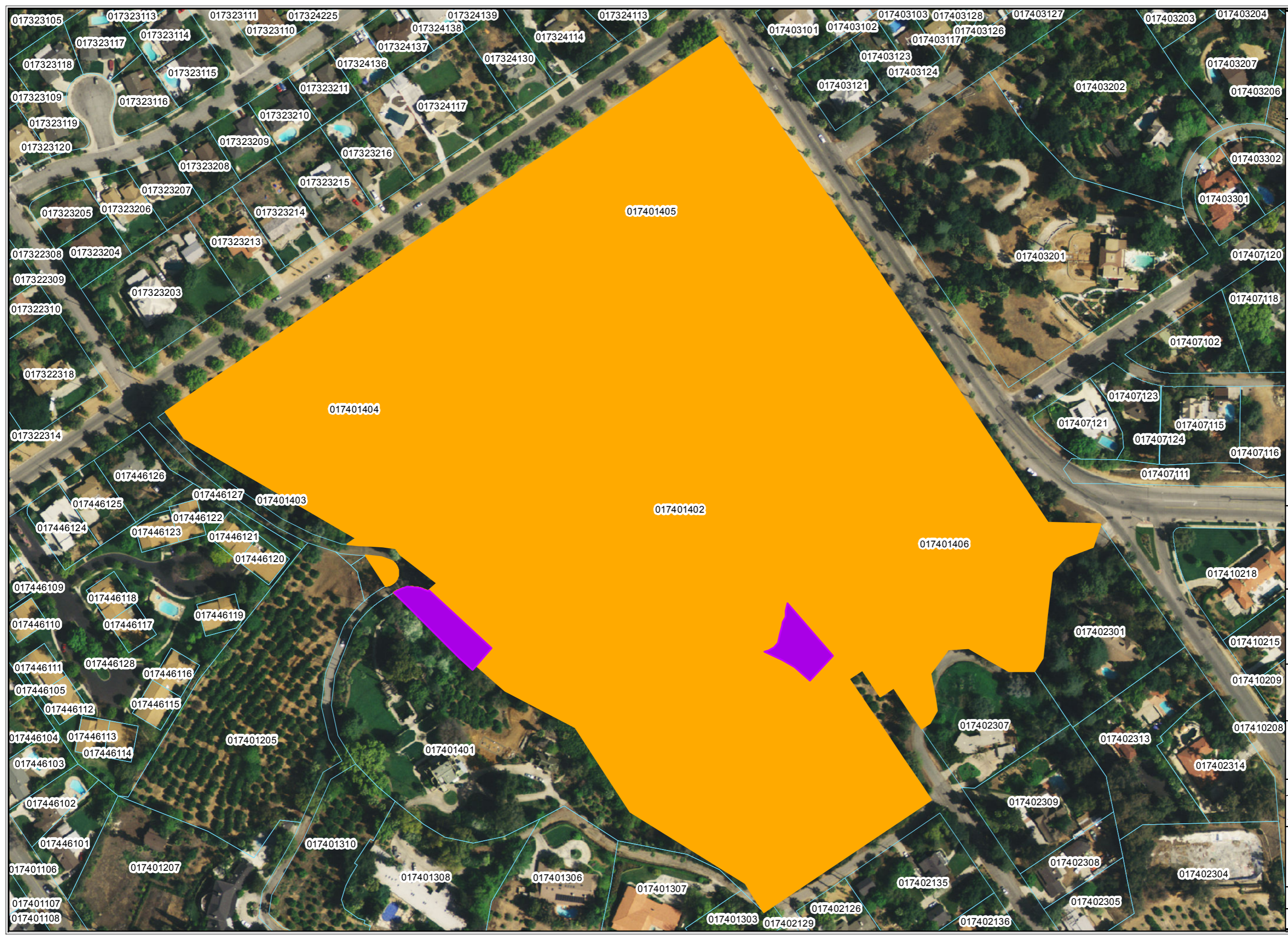


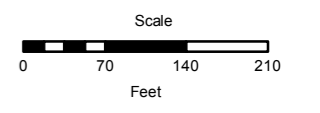


Exhibit B- Kimberly Crest

Legend

-  Parking Facilities
-  Kimberly Crest

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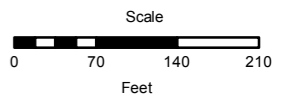


Exhibit C- Premises

Legend

-  Parking Facilities
-  Prospect Park
-  Kimberly Crest

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