

RESOLUTION NO. 129

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CRESTLINE SANITATION DISTRICT
ESTABLISHING FACILITY USE POLICY**

WHEREAS, the Crestline Sanitation District (hereinafter referred to as “the District”) is a self-governing special district organized and operating pursuant to California Health and Safety Code Section 4700 et seq.; and

WHEREAS, the District’s Board of Directors wishes to establish a formal policy with respect to the use of the real property upon which the District owns and/or operates facilities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crestline Sanitation District as follows:

1. Except as necessary for the District’s own uses in a manner consistent with its legal duties and functions, any person or party wishing to use the District’s Board Room must apply, execute, and comply with the Facility Use Agreement attached hereto and incorporated herein by this reference, subject to approval thereof by the District in the exercise of its sole discretion.

2. Notwithstanding anything to the contrary herein, the District’s properties and/or facilities shall not be used in a manner inconsistent with the District’s legal duties and functions. Expressly prohibited herein is any use whatsoever that would permit the placement of any type of gym equipment in, on, or within the District’s properties and/or facilities by the District’s directors, employees, contractors, and/or consultants, except as may be allowed in the context of a formal employee wellness policy expressly and duly adopted by the Board. Any violation of this provision shall be subject to immediate referral to the Public Integrity Unit of the San Bernardino County District Attorney’s Office for possible criminal prosecution for misuse of public property, as well as the exercise of any and all other potential legal, judicial, regulatory, and administrative

enforcement remedies that may be available under the law.

ADOPTED this 8th day of October, 2026.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

FACILITY USE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20__, by and between CRESTLINE SANITATION DISTRICT, a public agency (hereinafter "the District"), and _____, a _____ (hereinafter "User").

RECITALS

A. The District is the owner of certain improved real property located at 24516 Lake Drive in Crestline, California ("the Property").

B. User wishes to temporarily use the Board Room portion of the Property (approximately __ square feet in size) as depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("the Premises") for the purpose of conducting a meeting of local community interest.

C. The purpose of this Agreement is to set forth the terms and conditions under which the District will permit User to temporarily use the Premises.

COVENANTS

NOW THEREFORE, in consideration of the preceding Recitals and the mutual Covenants contained herein, the parties hereto agree as follows:

Section 1. USE OF PREMISES

Subject to User's satisfactory compliance with all of the terms and conditions set forth herein as determined by the District in the exercise of its sole discretion, the District hereby permits User to temporarily use the Premises from __: __ .m. to __: __ .m. on _____, 20__, in the limited manner as strictly provided in this Agreement and in accordance with all rules, regulations, and requirements of the District. Notwithstanding anything to the contrary, the District expressly reserves the right and prerogative to revoke such permission and to terminate User's entitlements herein at any time in the exercise of the District's sole discretion.

Section 2. FEES

(a) Amount. In consideration for temporary use of the Premises, User shall pay a fee to the District in an amount of \$ _____ ("Fee") prior to the beginning of the Term.

(b) Security Deposit. Concurrently with User's execution of this Agreement, User shall deposit with the District a cash sum in the amount of \$ _____ ("Security Deposit"). The District shall hold the Security Deposit as security for the performance of User's obligations under this Agreement. If User defaults on any provision of this Agreement, the District may (but shall not be required to), without prejudice to any other remedy it has, apply all

or part of the Security Deposit to: (1) the Fee or any other sum in default; (2) any amount that the District may spend or become obligated to spend in exercising the District's rights under this Agreement; and/or (3) any expense, loss, or damage that the District may suffer due to User's default. User waives the provisions of California Civil Code Section 1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Agreement, that provide that the District may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of the Fee, to repair damage caused by the Tenant, or to clean the Premises. User and the District agree that the District may, in addition, claim those sums reasonably necessary to compensate the District for any other foreseeable or unforeseeable loss or damage caused by the act or omission of User or User's officers, agents, employees, independent contractors, or invitees.

Section 3. USE OF PREMISES

User's use of the Premises shall be strictly limited to conducting a peaceful meeting involving matters of local community concern in a reasonable and lawful manner that is not otherwise inconsistent with the terms and conditions of this Agreement and any and all rules, regulations, and/or requirements of the District. User agrees not to use or permit the use of the Premises for any purpose not specifically allowed in this Agreement and any amendments thereto without first obtaining prior written consent from the District. User also agrees to exercise due diligence in the protection of the Premises from damage or destruction by fire, vandalism, earthquake, floods, or other cause.

Section 4. NO WASTE, NUISANCE, OR UNLAWFUL USE

User shall not commit, or allow to be committed, on the Property any waste thereon, nor the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial, or disposal of any hazardous substance which is or becomes listed, regulated, or addressed under any federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree, nor create or allow any nuisance to exist on the Property, nor permit any unlawful or undocumented workers on the Property, nor use or allow the Property to be used for any illegal or unconstitutional purpose. User, at its sole cost and expense, shall be solely responsible for ensuring that the Premises, and User's use and occupancy thereof, complies with all of the requirements of all local, state, and federal authorities now in force, or which may be in force, including but not limited to those identified in Section 10 of this Agreement.

Section 5. REPAIRS AND MAINTENANCE

User, at its own expense, shall be responsible for all costs associated with any repair and/or replacement of the Premises caused by the acts or omissions of User and/or its officers, employees, volunteers, agents, guests, and/or invitees. User shall not alter the Premises nor construct any improvements thereon without the prior written consent of the District.

Section 6. ACCESS TO PREMISES AND OTHER PROPERTY INTERESTS

The District shall have full access to the Premises at all times. User's rights under this Agreement are subject to all applicable leases, agreements, easements, licenses, rights of way, and other property rights currently in existence. User shall not interfere, in any way, with the interests of any person or entity that may presently, or in the future, hold any easement, license, right of way, or other interest, upon, across, above, or under the Property; nor shall User interfere, in any way, with the rights of ingress and egress of such interest holders. The District further reserves the right to grant additional leases, agreements, easements, licenses, and/or rights of way to other parties as may be deemed necessary by the District in its sole discretion, including such arrangements as the District may make with other parties for their use of the Premises.

Section 7. NON-DISCRIMINATION

User shall not permit any practice of discrimination against, or segregation of, any person or group of persons on account of sex, race, color, creed, marital status, age, sex, religion, handicap, national origin, or ancestry in its enjoyment, use, and/or occupancy of the Premises.

Section 8. NO REPRESENTATIONS OR WARRANTIES

It is expressly understood by User that the physical condition of the Premises as of the effective date of this Agreement is such that it the temporary use thereof is provided to User as-is without any representation or warranty. The District makes no express or implied representations or warranties concerning the Property or its fitness for any particular purpose. User shall bear the costs of any action necessary to place the Premises in a condition that meets the requirements of law or that is otherwise suitable for the use contemplated herein. The District shall not be held liable to User or to any other party for any losses incurred or damages sustained as a direct or indirect result of the condition of the Property or any use or failure thereof.

Section 9. LIABILITY FOR DAMAGES

The District shall not be held liable or responsible for any debts or claims that may arise from the operation of this Agreement, or for any damage claims for injury to persons, including USER and its agents or employees, or for property damage, or for other loss to any vehicle or the contents thereof, from any cause arising out of or in any way related to User's obligations hereunder or its use or occupancy of the Premises, including those arising out of damages or losses occurring on the Property or areas adjacent thereto.

User hereby expressly waives and releases the District and its agents, officers, directors, and employees from any and all liability for the claims, actions, and/or losses set forth above and for any costs and expenses incurred in connection therewith. Notwithstanding the provisions of California Civil Code ' 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”

User expressly waives and relinquishes all rights and benefits afforded to User thereunder and under any and all similar laws of any state or territory of the United States with respect to the claims, actions, and/or losses referenced in the first paragraph of this section. This Agreement shall act as a release of future claims that may arise from the aforementioned whether such claims are currently known, unknown, foreseen, or unforeseen. User understands and acknowledges the significance and consequences of such specific waiver of Civil Code ' 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that may result from the claims identified above. If requested by the District, User must also require all individuals participating in activities on the Property to duly execute a written release on a separate form approved in writing by the District and filed with the District.

Section 10. HOLD HARMLESS

Excepting the sole or active negligence or willful misconduct of the District, User agrees to indemnify and hold the District and its officers, directors, agents, and employees, harmless from and against all claims and liabilities of any kind arising out of, in connection with, or resulting from, any and all acts or omissions on the part of User and/or its subtenants, agents, guests, invitees, trespassers, contractors, consultants, and employees in connection with the performance of their obligations under this Agreement or their use, possession, and/or occupancy of the Premises, and defend the District and its officers, directors, agents, and employees from any suits or actions at law or in equity and to pay all court costs and counsel fees incurred in connection therewith.

In addition, User agrees to defend, indemnify, and hold the District and its officers, directors, agents, and employees harmless from and against and all claims, losses, liabilities, damages, demands, actions, judgments, causes of action, assessments, penalties, costs, expenses (including, without limitation, the reasonable fees and disbursements of legal counsel, expert witnesses, and accountants), and all foreseeable and unforeseeable consequential damages which might arise or be asserted against the District and/or User, with regard to the condition of the Property or the activities conducted thereon, which are alleged and/or determined to be tortious and/or in violation of present and future federal, state, and local laws (whether under common law, statute, rule, regulation, or otherwise).

Section 11. INSURANCE

(a) Security. The District reserves the right to demand at any time during the term of this Agreement and any extensions thereof that User procure and maintain bonds from an acceptable surety, cash deposits, or other form of security in amounts and upon terms deemed

sufficient by the District in its sole discretion to protect the District from any and all exposure to loss or liability.

(b) Coverage. In addition, User shall procure and maintain during the term of this Agreement and any extensions thereof such policies of insurance as will protect it and the District in such a manner and in such amounts as set forth below. The premiums for such insurance coverage shall be paid by User. The failure to comply with these insurance requirements may constitute a material breach of this Agreement at the sole discretion of the District.

(1) Certificates of Insurance. No later than ten (10) calendar days after execution of this Agreement, User shall furnish the District with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The District reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

(2) Required Provisions. The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):

(i) Primary Coverage. The insurance policies provided by User shall be primary insurance and any self-insured retention and/or insurance carried by or available to the District or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the District shall not contribute to any loss or expense under User's insurance.

(ii) Additional Insured. The policies of insurance provided by User, except Workers' Compensation, shall include as additional insureds: the District, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

(iii) Cancellation. Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the District, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

(iv) Waiver of Subrogation. The insurance policies provided by User shall (1) contain a waiver of subrogation against the District, its directors, officers, employees and agents for any claims arising out of this Agreement, or (2) allow User to waive subrogation, in writing, before any loss, in which case this provision of the Agreement shall be deemed to be User's written waiver of subrogation against the District for any and all losses covered by any and all insurance policies required under this Agreement.

(v) Claim Reporting. User shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the District.

(vi) Deductible/Retention. If the insurance policies provided by User contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to the District under such policies. User shall be solely responsible for any such deductible or self-insured retention and the District, in its sole discretion, may require User to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(3) Insurance Company Requirements. User shall provide insurance coverage through insurers that have at least an “A” Financial Strength Rating and a “VII” Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best’s Key Rating Guide* or on said company’s web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

(4) Policy Requirements. The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

(i) Workers’ Compensation. User shall maintain Workers’ Compensation insurance as required by law in the State of California to cover User’s obligations as imposed by federal and state law having jurisdiction over User’s employees and Employers’ Liability insurance, including disease coverage, of not less than \$1,000,000. Even if User contends that it has no employees, User shall obtain a policy to cover its potential exposure on a payroll basis of “if any” for the workers’ classification applicable to User’s occupancy under this Agreement.

(ii) General Liability. User shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, fire legal liability, personal injury, products, completed operations and contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a “claims made” basis, coverage shall extend for two years after expiration or termination of this Agreement.

(iii) Automobile Liability. User shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence for any owned, hired, or non-owned vehicles.

(v) Manner of Satisfaction. The insurance required in subsections (ii) through (iv) above may be provided by separate policies of insurance or combined into a single package policy.

Any failure by the District to enforce any provision of this Agreement, or any waiver thereof by the District, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

All notices, demands, or other writing in this Agreement required to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To User: _____

 Attention: _____

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Section 15. SUCCESSORS AND ASSIGNS

User shall not sublet, assign, mortgage, pledge, hypothecate, or otherwise dispose of the Property, or any part thereof, or any right or privilege connected therewith, or to allow any other person, except User's agents and employees, to occupy the Property or any part thereof, without first obtaining the written consent of the District. Any such consent by the District shall not constitute consent to any subsequent assignment, sublease, or occupation by User or other persons. User's unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this Agreement at the District's option. User's interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the written consent of the District.

Section 16. INUREMENT

This Agreement and the covenants and conditions hereof apply to and are binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

Section 17. INTEGRATION AND AMENDMENT

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, whether oral or written, between the parties in connection therewith. This Agreement may not be amended unless in writing and signed by both parties hereto.

Section 18. CAPTIONS

The captions of sections and subsections of this Agreement are for reference only and are not to be construed in any way as a part of this Agreement.

Section 19. INTERPRETATION AND ENFORCEMENT

This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties jointly prepared this Agreement and any uncertainty or ambiguity contained herein shall not be interpreted against the party responsible for the drafting thereof. This Agreement shall be enforced and governed by and under the laws of the State of California, and venue for any action brought to interpret and/or enforce any provision of this Agreement shall be in a state or federal court located in the State of California with jurisdiction in the County of San Bernardino.

Section 20. TIME OF THE ESSENCE

Time is of the essence in this Agreement and each and every provision thereof.

Section 21. AUTHORITY

The persons executing this Agreement hereby represent and warrant that they are fully and duly authorized and empowered to so execute on behalf of each of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers as of the date first above written.

DISTRICT

By: _____
Crestline Sanitation District
General Manager

USER

By: _____
[Name]
[Title]