



DATE: February 10, 2020
TO: Mayor and City Council
FROM: Assistant City Manager *D. J. [Signature]*
SUBJECT: Use Agreement:
2020-2022 E Center Use Agreement
American Red Cross

RECOMMENDED ACTION

Approve the 2020-2022 use agreement with the American Red Cross for use of space in the E Center.

DISCUSSION

The City has had an agreement with the American Red Cross for a number of years providing for the use of the Community Center and now E Center for training purposes. The agreement also provides for (12) twelve of our employees to participate at no cost, obtaining and maintaining their certifications.

Staff recommends approving the agreement and authorizing the City Manager to sign the agreement.

Attachment

STANDARD FORM OF SPACE LICENSE AGREEMENT
FOR THE TEMPORARY USE OF
FACILITIES

(CUBICLE OR ROOM)

TERMS AND CONDITIONS

Effective Date: The date upon which this Agreement is effective, which will be the later of the dates of the signatures of Licensor and Licensee on this Form.

Owner of the Facility (the "Licensor"):

E Center, City of Sugar Hill

Legal Name of the User of the Room (the "Licensee"):

The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)).

Date Upon which the Licensee May Begin to Use the Room (the "Start Date"):

9/1/2020

Date Upon Which the Licensee Must Vacate the Room (the "Expiration Date"):

8/31/2022

Building Owner and Licensor's Business Address:

5039 W Broad St, Sugar Hill, GA 30518

Room User and Licensee's Business Address:

9450 SW Gemini Dr, #75048, Beaverton, OR 97008-7105

4. License Fee. Licensee shall pay, as a license fee, the amount of \$ 0.00. Licensors may allow 12 individual participants for each term 9/1/2020-8/31/2021 and 9/1/2021-8/31/2022 at no cost.
5. Licensee's Conduct. Licensee agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Licensee's negligence, and not to disrupt, adversely affect or interfere with other occupants of the Building.
6. Condition of Premises and Building. Licensors makes no warranty or representation about the Room or the Building. Licensee accepts the same "AS IS." Licensors is under no obligation to prepare or repair the Room or the Building for Licensee.
7. Indemnification. Licensee shall defend, hold harmless, and indemnify Licensors against any legal liability, including reasonable attorney fees, in respect to bodily injury, death, and property damage arising from the negligence of the said Licensee during its use of the Room.
8. Insurance. Licensee shall carry the following insurance coverage:
 - A. Commercial General Liability with an occurrence limit of at least one-million dollars (\$1,000,000) and an aggregate limit of at least two-million dollars (\$2,000,000);
 - B. Commercial Automobile Liability with a combined single limit of at least one-million dollars (\$1,000,000);
 - C. Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
9. Licensors' Right to Revoke License. Upon reasonable prior written notice to Licensee, Licensors may revoke the license represented by this Agreement if Licensee (a) fails to pay any fee or payment required hereunder or (b) breaches any other obligation hereunder and such breach continues after written notice from Licensors describing same. If this license is so revoked, Licensee shall forthwith vacate the Room in a neat and orderly manner. Licensors shall have all rights and remedies available to it under applicable law.

AMERICAN NATIONAL RED CROSS
AND "LICENSEE:"

By: _____
(Signature)

Name: Phillip E. Olsberg

Title: Director, Real Estate Services

Date:

**BUILDING OWNER AND
"LICENSOR:"**

By: _____
(Signature)

Name:

Title:

Date: