

## FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT (“Agreement”) is made and effective as of the 1<sup>st</sup> of December, 2025 by and between the **CITY OF BEAUMONT**, a California municipal corporation (“City”) whose address is 550 E. 6th Street, Beaumont, California 92223, and Vohne Liche Kennels, Inc., a California corporation whose address is 43455 Hilltop Drive, Banning, California 92220 (“Applicant”). City and Applicant are sometimes hereinafter individually referred to as “party” and hereinafter collectively referred to as the “parties.”

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. City is the owner of certain facilities located at the Nutrition Center (Building F), Transit Building (Building D), and 500 Grace Avenue, Beaumont, California 92223 (collectively, the “Facilities”); and

B. Applicant has submitted a Facility Use/Rental Application (“Application”) to the City, a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference as though fully set forth herein; and

C. Applicant desires, and City is willing to permit Applicant, to use the Facilities for the purpose of conducting K9 training sessions to law enforcement personnel; and

D. City is willing to permit Applicant to use the Facilities for such purpose subject to the terms and conditions set forth in this Agreement; and

E. City has determined that it is in the public interest for Applicant to use the Facilities in exchange for ongoing training at no cost or expense to City’s police department; and

F. Applicant understands and agrees that the Applicant shall be solely responsible for the activities conducted by Applicant or subject to Applicant’s control.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Applicant agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) year(s) unless extended by the parties with the approval of the City Council of the City.

2. Grant of Use.

2.01 Permitted Use. City hereby grants to Applicant a non-exclusive right to use the Facilities for the sole purpose of conducting K9 training sessions for on duty law enforcement personnel (“Permitted Use”). Applicant shall not use the Facilities for any other purpose without the prior written consent of City.

2.02 Applicant is responsible for leaving Facilities in the same conditions as received including, but not limited, to cleanliness, securing the Facilities and turning off all utilities.

2.03 It is understood and agreed that the applicant shall be solely responsible for the services and/or activities conducted by Applicant or subject to Applicants control while using the Facilities. In addition to Applicant's indemnity obligation in Section 7, Applicant agrees to and does hereby defend, indemnify, and hold the City, its officers, and employees harmless from any and all liability or alleged liability arising out of, or in any way related to, directly or indirectly, the services and/or activities conducted by Applicant or subject to Applicants control. In the event suit is brought arising out of any such activities, services, or use of the Facilities, Applicant will defend, indemnify, and hold the City, its officers, and employees harmless and pay any and all attorney fees and Court costs incurred in such suit.

2.04 Night and weekend use of the Facilities will be by special arrangement only, with additional charge required for the cost of a City employee to be present in the building for the entire time of Applicant's use. All reservations for use of the Facilities must be made at least thirty (30) days in advance.

3. Consideration. Applicant shall have the non-exclusive right to use the Facilities on times and days approved by the City in its sole and unfettered discretion. In exchange for such use, Applicant agrees to provide training to City's police free of all charges, expenses, and costs. City has determined and finds that it is in the public interest to permit Applicant to use the Facilities in exchange for the ongoing training at no costs, charge, or expense for City police department. This exchange of consideration shall remain in effect for the duration of this Agreement, unless otherwise terminated pursuant to the termination provisions contained herein. For clarity, "ongoing training costs, charges, or expenses" shall include, but not be limited to, standard K9 handler training, K9 maintenance training, specialized tactical training, and other routine K9 and non-K9-related training services that would typically be billable to the City. This waiver does not include extraordinary expenses such as specialized equipment.

4. Obligations of Applicant.

4.01 Applicant agrees to use the Facilities strictly in accordance with the terms and conditions of this Agreement and the Application. The terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 Except as otherwise agreed by the parties, Applicant shall supply all personnel, materials, and equipment necessary for Applicant's use of the Facilities. Applicant is responsible for supervising all persons attending or participating in Applicant's activities and ensuring safe and proper conduct. Applicant is solely responsible for the activities conducted by them or subject to their control.

4.03 Applicant shall promptly notify the City of any damage to the Facilities, accidents, injuries, or other incidents occurring during Applicant's use of the Facilities. A written incident reports shall be provided upon request.

4.04 Applicant represents that it possesses all required licenses necessary or applicable under this Agreement and shall obtain and keep in full force and effect all permits and approvals required.

4.05 Applicant shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Applicant's services and use of the Facilities authorized hereunder including but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the

U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict, the most stringent shall apply.

4.06 Applicant shall keep itself informed concerning and shall use the Facilities in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect at the time service is rendered.

5. Insurance. Applicant hereby agrees to be solely responsible for the health and safety of its employees, agents and invitees in Applicants use of the Facilities and activities and/or services provided under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, Applicant hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. If existing coverage does not meet the requirements set forth herein, Applicant agrees to amend, supplement or endorse the existing coverage to do so. Applicant shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; Applicant agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's City, its officials, employees and agents. Applicant also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 5.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If Applicant or Applicant's employees will use personal autos in performance of the services or activities in relation to the use of the Facility, Applicant shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation insurance for any of Applicant's employees that will be providing any services or activities in relation to the use of the Facilities. Applicant will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any Workers' Compensation insurance will not limit the obligations of Applicant under this Agreement. Applicant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents. Sole proprietors with no employees, LLCs, or partnerships using the services of members or partners who do not carry Workers' Compensation insurance acknowledge that they are not subject to the Workers' Compensation Act of the State of California and agree to complete a signed workers compensation exemption form.

6. General Conditions pertaining to Insurance Coverage.

6.01 No liability insurance coverage provided shall prohibit Applicant from waiving the right of subrogation prior to a loss. Applicant waives all rights of subrogation against City regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do the same.

6.02 Prior to beginning the services, activities, or use of the Facilities under this Agreement, Applicant shall furnish City with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03 All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII". The insurer(s) shall be admitted and licensed to do business in California. The certificates of

insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to City.

6.04 Self-insurance does not comply with these insurance specifications. Applicant acknowledges and agrees that all insurance coverage required to be provided by Applicant or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to City.

6.05 All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Applicant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

6.06 Applicant agrees to provide immediate notice to City of any claim or loss against Applicant or arising out of Applicants services and/or activities while using the Facilities under this Agreement. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

6.07 The coverage shall contain no special limitations on the scope of protection afforded to City, its directors, officers, employees, or authorized volunteers. If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## 7. Indemnification.

7.01 Applicant and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by Applicant or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to City. Applicant acknowledges that City would not enter into this Agreement in the absence of the commitment of Applicant to defend, indemnify, and protect City as set forth herein.

a. To the fullest extent permitted by law, Applicant shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, injuries, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by City, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to (i) Applicant's use or occupancy of the Facilities; (ii) any activity, service, event, or program conducted by Applicant or its guests, invitees, participants, contractors, or vendors; (iii) the performance of this Agreement; and (iv) any breach of this Agreement by Applicant. Applicants' obligation to defend, indemnify, and hold harmless shall include any and all claims, suits, and proceedings in which Applicant (and/or Applicant's agents and/or employees) is alleged to be an employee of City. All obligations under this provision are to be paid by Applicant as they are incurred by City.

b. Without affecting the rights of City under any provision of this Agreement or this Section, Applicant shall not be required to indemnify and hold harmless City as set forth above for liability attributable solely to the fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Changes, Cancellations, and Deletions.

8.01. Any changes to the date, time, or nature of Applicant's use of the Facilities must be requested in writing and approved in advance by the City. The City reserves the right to deny requests that materially alter the originally approved use, conflict with other scheduled events, or pose health, safety, or liability concerns.

8.02 Applicant shall not use or occupy areas of the Facilities, or City property outside the Facilities, beyond those specifically authorized by this Agreement and the approved Application, without the prior written consent of the City. Unauthorized use may result in immediate termination of Facilities access and forfeiture of deposits or fees.

9. Termination of Agreement. Notwithstanding any other provision of this Agreement, City, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to Applicant. Upon termination, Applicant and all participants must vacate the Facilities immediately. Applicant shall promptly return all keys, access cards, or City property provided in connection with this Agreement. Any damage to the Facilities shall remain the responsibility of the Applicant.

10. Status of Applicant. Applicant is not an employee of City. Applicant agrees that it is not entitled to the rights and benefits afforded to City's employees, including disability or unemployment insurance, Workers' Compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. Applicant is responsible for providing, at its own expense, disability, unemployment, Workers' Compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11. Ownership of Facilities.

11.01 Nothing in this Agreement shall be construed to convey, transfer, assign, or otherwise vest any ownership rights, title, or interest in the Facilities to Applicant. The City expressly retains all ownership rights, title, and interest in and to the Facilities, including but not limited to all buildings, structures, fixtures, equipment, furnishings, improvements, and appurtenances that constitute the Facilities.

11.02 Applicant expressly acknowledges and agrees that: (i) Applicant has no ownership rights or interest in the Facilities; (ii) Applicant shall not claim, assert, or seek to establish any ownership rights or interest in the Facilities at any time during or after the term of this Agreement; (iii) Applicant's use of the Facilities is limited to the non-exclusive right to use the Facilities solely for the Permitted Use; and (iv) Applicant's use of the Facilities does not and shall not create any ownership interest, equitable interest, leasehold interest, or other property interest in the Facilities.

11.03 Applicant hereby expressly waives any and all claims, rights, or actions that may arise or that Applicant may otherwise have to assert any ownership interest in the Facilities. This waiver shall survive the termination of this Agreement.

12. Miscellaneous Provisions.

12.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the Applicant's use of the Facilities and contains all of the covenants and agreements between the parties with respect to Applicant's use of the Facilities in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

12.02 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

12.03 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

12.04 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

12.05 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

12.06 The recitals set forth in the preamble of this Agreement are hereby incorporated into and made a substantive part of this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_

Mike Lara, City Mayor

Print

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICANT:**

Vohne Liche Kennels, Inc.

By: \_\_\_\_\_

Print

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Nicole Wheelwright, Deputy City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

John O. Pinkney, City Attorney

Date: \_\_\_\_\_

EXHIBIT "A"  
CERTIFICATES OF INSURANCE