AGREEMENT
FOR USE OF
LA PLAYA STADIUM

THIS AGREEMENT is made between:

SANTA BARBARA JUNIOR COLLEGE DISTRICT, hereinafter referred to as "COLLEGE"

AND

CLUB WEST OF GOLETA, INC., hereinafter referred to as "CLUB WEST"

AS FOLLOWS:

WHEREAS, CLUB WEST is a non-profit California corporation whose purposes include, but are not limited to, the training of track and field athletes to compete in amateur events, and the development of a continuing community-wide program of track and field sponsorship and assistance,

WHEREAS, in furtherance of these purposes it is in the best interests of CLUB WEST and the community at large that an all-weather track facility be developed,

WHEREAS, COLLEGE operates a suitable track and field stadium, La Playa Stadium, and

WHEREAS, development and use of the stadium by CLUB WEST for community and athletic training purposes is consistent with the purposes of the City of Santa Barbara and the Santa Barbara Community College Joint Use Agreement;

NOW, THEREFORE, CLUB WEST and COLLEGE agree as follows:

1. Development of Track Facilities. CLUB WEST is hereby granted the privilege of developing and using an all-weather track facility (including field event areas) at La Playa Stadium. CLUB WEST will be required to submit to the COLLEGE for approval an architect's rendition of the proposed track and field facilities. The design and construction of the track and field facilities must ultimately be approved by authorized COLLEGE representatives.
2. Expenses of Construction. The expenses for designing, preparing and installing the track and field facilities will be borne exclusively by CLUB WEST. The expenses for which CLUB WEST will be liable will include, but not be limited to, the grading of all surfaces, the installation of a track curb, changes in landscaping, all construction materials, all labor, the transportation of all equipment, and the actual installation of the track and field surfaces.

3. Availability of the Track Area for Construction. CLUB WEST will be given access to La Playa Stadium for the installation of the track within thirty (30) days from the date of the execution of this Agreement.

4. Presentation and Review of Designs and Plans. Designs for the construction of the track and field facilities must be submitted to and approved by COLLEGE. COLLEGE must review and return to CLUB WEST all such plans (which, if not approved, will be accompanied by an explanation of rejection or modification) within fourteen (14) days of the submission of such plans.

5. Maintenance of Facilities. COLLEGE hereby agrees to maintain the track and field event surfaces after their installation. COLLEGE will not be responsible for remedying defects caused by improper design, installation, or act of God. COLLEGE will also not be responsible for future resurfacing of the track and field event areas. COLLEGE will be responsible for cleaning the track and field event surfaces, providing the best protection possible to prevent improper use or over-use of the surface by individuals or groups not entitled to use such facilities.

6. Use of Track and Field Event Areas by COLLEGE. The parties hereby agree that COLLEGE will be entitled to use the installed facilities for classes and intercollegiate activities. However, COLLEGE will make every possible effort to encourage the proper use of said facilities, including the presence of faculty or athletic department members who will supervise classes and athletic events.

7. Use of Track and Field Event Surfaces by the Community. The parties hereby agree that when no COLLEGE or CLUB WEST activities have been scheduled for the track, and when proper supervision of the facilities can be provided, the track facilities will be open for community use.

8. Use of Locker Room and Other Athletic Facilities by CLUB WEST Athletes. COLLEGE agrees that CLUB WEST athletes will be permitted the use of other COLLEGE athletic facilities such as lockers, showers, training room, sauna, and weight room, as well as the use of the track and field, at all times which would not be in conflict with the use of the facilities by COLLEGE. COLLEGE also
agrees to assign to CLUB WEST specific locker space and lockers for the use of CLUB WEST athletes. It is anticipated that there will be need for no more than thirty (30) lockers. Both parties agree that the facilities will be primarily available for CLUB WEST athletes before classes on weekday mornings, after classes, and on nights and weekends when the parties are able to provide adequate supervision of the facilities.

9. Insurance. In order for CLUB WEST athletes to use the track and athletic facilities of the COLLEGE it will be necessary for CLUB WEST, or the athletes as individuals, to obtain appropriate insurance acceptable to the Santa Barbara Junior College District, and the insurance must name the District as co-insured.

10. CLUB WEST Sponsored Events. CLUB WEST will be permitted to schedule five (5) track meets during each year. These track meets will be open only to those athletes and athletic groups which are invited by CLUB WEST to compete. Admission may be charged at these events. The specific dates on which these five track meets may be held must be approved by the COLLEGE, and these dates are subject to the availability of the facilities on the requested dates.

11. Tickets. No more than nine thousand five hundred (9,500) tickets may be sold for any event utilizing La Playa Stadium.

12. Rent and Other Income.

(a) CLUB WEST shall have the use of La Playa Stadium as set forth herein rent free.

(b) All revenue derived from the sale of food, beverages, concessions, novelties, souvenirs, parking and other items and services sold at La Playa Stadium shall be retained by CLUB WEST and shall be sold only by CLUB WEST or persons designated by CLUB WEST and approved by COLLEGE. No parking in connection with any track meets shall be permitted on the upper campus, but shall be at the same general grade level as La Playa Stadium.

13. Advertising, Promotion and Publicity.

(a) CLUB WEST agrees, in advertising any track events, to submit to COLLEGE authorities for approval, in advance of use, copies of the detailed advertising. Such advertising shall be in good taste, and reflect the best qualities of the COLLEGE.

(b) CLUB WEST agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills or otherwise, prepared by or for CLUB WEST containing reference to La Playa Stadium, shall be approved by COLLEGE in advance of its use.
(c) Since the facilities at La Playa Stadium and approach roads thereto cannot legally accommodate a total of more than ten thousand (10,000) persons at any one time, CLUB WEST agrees that the media used for all advertising, and the area and locations for such advertising of track events, shall be only such as shall have been approved in advance by COLLEGE.

14. Stadium Staffing. CLUB WEST shall arrange for and pay all personnel required to staff La Playa Stadium for any track events, including, but not limited to, physicians, ticket sellers and ticket takers. In addition, CLUB WEST shall provide and pay for a special uniformed security force. The exact numbers and qualifications of such special security force shall be subject to prior written directions and approval of COLLEGE. All such staffing personnel shall individually be subject to approval by COLLEGE.

15. Public Address System. COLLEGE shall make available the Pavilion public address system and an operator therefor, the cost of such operator being borne by CLUB WEST. The public address system shall be operated according to rules and regulations established by COLLEGE.

16. Delivery of Possession. COLLEGE shall make La Playa Stadium available to tenant at least six (6) hours prior to the beginning of any track meet. Should other preparatory work be required which cannot be accomplished within a six-hour period, COLLEGE will permit such work to be carried on by CLUB WEST more than six hours before any scheduled event at times which would not be in conflict with District use.

17. Cleaning. For purposes only of scheduled track meets, CLUB WEST shall keep La Playa Stadium in an orderly condition, and shall cause all refuse, rubbish and debris to be deposited in containers provided by CLUB WEST at specific locations which are designated for that purpose by COLLEGE. CLUB WEST shall be responsible for the cleaning of La Playa Stadium after scheduled track meets.

18. Ticket Sales.

(a) Prior ticket sales relating to the presentation of track events shall be made by CLUB WEST at its own locations. Ticket sales at the COLLEGE campus will be performed by CLUB WEST employees, under COLLEGE's supervision. Expenses incurred in connection with ticket sales through COLLEGE box office, including, but not limited to, personnel, special telephone service and messenger service, shall be paid by CLUB WEST.

(b) At least two (2) days before CLUB WEST desires the sale or distribution of the tickets and admissions to begin, it shall deliver to COLLEGE's business office all information required
for such tickets and admissions for scheduled track events. CLUB WEST shall be responsible for causing such tickets and admissions to be printed.

19. Insurance.

(a) CLUB WEST shall obtain a certificate of insurance, suitable to the COLLEGE, showing coverage for the officers, agents and employees of CLUB WEST, as well as the officers, agents and employees of the COLLEGE, and all activities carried on in connection therewith shall be delivered to an officer of COLLEGE at least ten (10) days prior to the date of any scheduled track event.

(b) CLUB WEST hereby agrees to indemnify and hold harmless COLLEGE from all claims not included within the insurance provided for in Subparagraph (a) above for personal injuries, including injuries resulting in death, received by any person, firm, or corporation in or about the stadium, the entrances and exits thereof, the sidewalks, streets and approaches adjoining the stadium, or any portion of the stadium used by CLUB WEST.

20. Costs. CLUB WEST agrees to pay for all utilities, janitorial supplies, maintenance supplies and equipment, and other similar miscellaneous goods and services provided for scheduled track events.

21. Ticket Office. COLLEGE shall make available to CLUB WEST space selected by COLLEGE at its discretion for a ticket office. Such space shall be available to CLUB WEST from 8:00 a.m. on the day of any scheduled track meet. There shall be no additional charge to CLUB WEST for such space, but CLUB WEST's use thereof is subject to all of the terms and conditions of this Agreement. At CLUB WEST's request COLLEGE will provide phone service into said ticket office. In such event, CLUB WEST agrees to pay all installation, service, equipment and repair charges made with respect to such phone service.

22. Changeover. To the extent not covered herein pursuant to Paragraph 16 or elsewhere, CLUB WEST agrees to reimburse COLLEGE all costs of labor and materials incurred in changing La Playa Stadium from its prior use to use for any scheduled track meet, and from the scheduled track meet to its subsequent use.

23. Locker Room and Other Athletic Facilities. COLLEGE shall, at no extra cost to CLUB WEST, make available all necessary locker room facilities, sauna, training room, and weightlifting areas for use by all athletes who are scheduled to compete in any scheduled track meet. This use will be provided only on the day of the scheduled track meet. CLUB WEST will be responsible for providing assistance in supervising COLLEGE facilities on the day of any track meet.
24. Permits. CLUB WEST agrees to furnish, or cause to have furnished, at its expense, such governmental permits and other licenses and permits as may be required for any scheduled track event, including, but not limited to, business licenses and building permits.

25. Additional Obligations of CLUB WEST. CLUB WEST shall:

(a) Supply and pay for all athletes performing at any track meet;

(b) Transport or arrange for transportation of all personnel, properties, facilities and equipment necessary for any scheduled track meet to and from La Playa Stadium;

(c) Present any scheduled track meet in the most advantageous manner and style practicable;

(d) Timely pay all governmental taxes (including admissions taxes) and levies due as a result of receipts from any track meet.

26. Compliance with Laws. CLUB WEST shall comply with the requirements of all applicable laws, orders and regulations of federal, state, county and municipal authorities and with any lawful direction of public officers which shall impose any duty upon COLLEGE or CLUB WEST with respect to La Playa Stadium or the use and occupancy thereof. CLUB WEST shall not use La Playa Stadium for any political purpose.

CLUB WEST shall comply with all rules, orders, regulations or requirements of the City Fire Department or any other similar body and shall not do or permit anything to be done in or about La Playa Stadium or bring or keep anything therein except as permitted by the Fire Department or any other authority having jurisdiction. No gasoline, acetylene or other fuel or other combustible will be permitted in La Playa Stadium without the approval of COLLEGE. Any decorating or other work and the material therefor, done or furnished by CLUB WEST, shall be subject to approval by COLLEGE and, if necessary in COLLEGE's sole judgment, the Fire Department, and unless so approved, may be prevented or removed by COLLEGE. All decorations and other combustible materials must be fire-proofed, and CLUB WEST shall deliver to COLLEGE a flame-proofing certificate in the form specified or required by and satisfactory to any local governmental body having jurisdiction with respect thereto, if necessary in COLLEGE's sole judgment.

27. Alterations. CLUB WEST shall not mark, paint, drill into or in any way mar or deface any part of La Playa Stadium facilities, or buildings and grounds of CLUB WEST. CLUB WEST shall not display or erect any lettering, signs, pictures, notices or
advertisements upon any part of the outside or inside of La Playa Stadium or make any alterations or improvements in or to the Stadium without the prior written consent of COLLEGE.

28. Entrances and Exits. The entrances and exits of La Playa Stadium shall be open or closed during any scheduled track event as COLLEGE may from time to time direct, subject to lawful direction of public officers, and to COLLEGE's approval. Expense of maintaining guards and special police, as required by COLLEGE, at all exits and entrances of La Playa Stadium shall be paid by CLUB WEST. Articles, fittings, fixtures, materials and equipment shall be brought into or removed from La Playa Stadium only at entrances and exits designated by COLLEGE. The total number and type of vehicles which may enter La Playa Stadium and their times of entry and exit shall be conclusively determined in advance by COLLEGE.

29. Ejection. CLUB WEST hereby appoints COLLEGE, or any servant, employee or agent of the COLLEGE, CLUB WEST's agent to refuse admission to or to cause to be removed from La Playa Stadium any person deemed undesirable by COLLEGE. Any persons employed by CLUB WEST shall be under the supervision and control of COLLEGE (but not as an agent or servant of COLLEGE) while in or about La Playa Stadium and may be refused entrance to or ejected from La Playa Stadium by COLLEGE for non-compliance with any provision of this Agreement, or for objectionable or improper conduct without any liability on COLLEGE's part for such refusal or ejection.

30. COLLEGE Regulations. CLUB WEST shall, and shall cause its servants, agents, employees, licensees, patrons and guests to abide by such reasonable rules and regulations as may from time to time be adopted by COLLEGE for the use, occupancy and operation of La Playa Stadium.

31. Risk of Loss. CLUB WEST agrees that all of its property or property of others brought or permitted by it upon La Playa Stadium shall be at the risk of CLUB WEST and that COLLEGE shall not be liable to CLUB WEST for any loss or damage whatsoever caused.

32. Surrender. Five (5) hours after the conclusion of any scheduled track event, CLUB WEST shall immediately quit and surrender La Playa Stadium to COLLEGE. Upon such quitting and surrender, La Playa Stadium shall be in the same condition as at the beginning of the engagement and in good order, ordinary wear and damage by the elements excepted. COLLEGE shall provide necessary lighting for clean-up and removal of goods or chattels at COLLEGE's expense. CLUB WEST shall remove from La Playa Stadium any goods or chattels brought or permitted by it in or about La Playa Stadium. CLUB WEST shall pay COLLEGE for any expense incurred by COLLEGE in removing and/or storing such goods or chattels.
33. Use of Facilities. COLLEGE, those officers, directors, servants, employees, agents, concessionaires, and its concessionaire's servants, employees and agents immediately involved in any scheduled track event sponsored by CLUB WEST shall at all times have free access to La Playa Stadium upon presentation of usual passes issued to them by COLLEGE. CLUB WEST may issue photo, press and backstage passes permitting selected persons access to specified areas of La Playa Stadium normally closed to the public. COLLEGE at such reasonable time or times as it may deem appropriate, may announce, describe and advertise over the sound system in La Playa Stadium during the track event, including without limitation, announcements, descriptions and advertisements concerning other or future events being or to be held in La Playa Stadium or elsewhere, and COLLEGE reserves and retains the exclusive right to use and may use the sound system, display advertising capabilities and facilities and all other advertising capabilities and facilities in and about La Playa Stadium in any manner which, in its opinion, which shall be conclusive, is desirable or appropriate, providing only that such announcements, descriptions, advertisements and use do not unduly disrupt or interfere with the scheduled track meet.

34. Utility Liability. If any services, including without limitation water and electricity, are furnished, with or without charges by COLLEGE to CLUB WEST, COLLEGE shall in no event be liable for a failure to provide such services when prevented by strikes, accidents or other causes beyond the control or prevention of COLLEGE or during the repairing of equipment or apparatus in La Playa Stadium which is provided by COLLEGE for such purposes.

35. Default.

(a) If before or during the term of this Agreement (1) CLUB WEST makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (2) a receiver or trustee is appointed for tenant or tenant's property, (3) execution is issued pursuant to a judgment rendered against CLUB WEST, (4) this Agreement is assigned, passed to or devolves upon any person, firm or corporation other than CLUB WEST or CLUB WEST attempts to assign this Agreement without the prior written consent of COLLEGE, or (5) tenant defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payment as provided herein, then, in any such event, this Agreement shall, at COLLEGE's option, expressed in a twelve (12) hour written or telegraphic notice to CLUB WEST, expire as fully and completely as if such date and time of expiration were the date and time definitely fixed herein for the expiration of the term and of the Agreement, and CLUB WEST shall then quit and surrender its rights to La Playa Stadium to COLLEGE, but CLUB WEST shall remain liable as hereinafter provided.
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to CLUB WEST or any assignee of CLUB WEST, and payment or transfer thereof is, or appears to COLLEGE to be, subject to federal or other governmental licensing, withholding or other restrictive regulations, COLLEGE shall not be obligated to pay over or transfer said monies unless and until COLLEGE shall have been satisfied by CLUB WEST that COLLEGE may lawfully pay over or transfer such monies in compliance with such regulations, and subject to withholding of any such monies if required under such regulations.

39. Ancillary Rights. COLLEGE reserves and retains and CLUB WEST expressly waives and relinquishes all rights to make or license or permit others to make motion pictures, phonograph, tape or other records, and live and delayed radio and television broadcasts for closed-circuit and paid TV exhibitions of any scheduled track meets at La Playa Stadium sponsored by CLUB WEST. CLUB WEST grants to COLLEGE, its licensees and designees, the right to use and to authorize others to use the name or names of CLUB WEST or any track meet personalities appearing in the track meet for the purpose of advertising and publicizing, except by way of endorsement, any such motion picture, record or broadcast and the products and services of any advertiser sponsoring the same.

40. Copyrights. CLUB WEST shall assume all costs arising from the use of patented and/or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the conduct of any scheduled track meet. CLUB WEST agrees to cause to indemnify and hold harmless COLLEGE and its duly authorized representatives from all damages, costs and expenses, including attorney's fees, for or on the account of the use of any patented and/or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by CLUB WEST in connection with this Agreement.

41. Ambulance Service. If CLUB WEST or its agents, representatives, managers, employees, patrons, players, performers or participants in or about La Playa Stadium shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service in connection with any injury or sickness occurring to any person or persons while within or about La Playa Stadium during the term of this Agreement, even though such service or services be made available or be obtained through COLLEGE, CLUB WEST accepts full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other service and will hold COLLEGE harmless from all responsibility or liability thereof.

42. Excuse of Performance. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:
(a) When such performance is prevented by operation of law.

(b) When such performance is prevented by any act of God which could not reasonably have been foreseen and provided for.

In the event performance is excused in accordance with the foregoing provisions, CLUB WEST agrees to pay to COLLEGE any and all costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. CLUB WEST hereby waives any claim for damages or compensation from COLLEGE should this Agreement be so terminated.

43. **Waiver.** Waiver of one or more of the terms, provisions, conditions or undertakings of this Agreement shall be restricted to its particular scope and shall not operate as a modification of this Agreement.

44. **Severability.** The invalidity or illegality of any part of this Agreement shall not affect the validity or force of any other part of this Agreement.

45. **No Partnership.** The parties hereto are acting as independent contractors, and this Agreement shall not create a partnership.

46. **Assignment.** Neither this Agreement nor any of the rights, duties or obligations of CLUB WEST or COLLEGE hereunder shall be assignable in whole or in part, whether by operation of law or otherwise, by either tenant or COLLEGE without the prior written consent of all parties.

47. **Whole Agreement.** This Agreement supersedes any previous agreement between CLUB WEST and COLLEGE with respect to La Playa Stadium, and upon the execution and delivery hereof any rights, duties, obligations and claims arising by reason of any such previous agreement shall be deemed terminated forthwith.

48. **Construction.** This Agreement shall be construed under the laws of the State of California.

49. **Notices.** Unless otherwise provided herein to the contrary, all notices required under this Agreement shall be deemed given when deposited in the United States Mail, postage pre-paid, addressed:

(a) **To COLLEGE:**

Santa Barbara Community College District  
721 Cliff Drive  
Santa Barbara, California 93109  
Attention: Dr. Donald K. Sorsabal  
Administrative Dean, Business Services
(b) To CLUB WEST

CLUB WEST OF GOLETA, INC.
P.O. Drawer K
Goleta, California 93017

50. Legal Fees. In the event any legal action is taken under this Agreement the prevailing party shall be entitled to recover reasonable attorney's fees, costs of suit and all other costs reasonably related to enforcement of its rights under this Agreement.

Dated

By

Dated

By