Santa Barbara Community College District

AGREEMENT

This Agreement is made and entered into on ________ June 15, 1982 ________ by and between ________ Santa Barbara Community College District ________ ("the College") and ________ University of California, Santa Barbara, Faculty Club ________ ("the Faculty Club") to provide the management of the Faculty Club at UCSB.

WITNESSETH:

WHEREAS, it is agreed by the parties that it is to the mutual interest and benefit to enter into this Agreement; and
WHEREAS, the primary purpose of the Agreement is to provide the College HRM students with educational experiences not presently available at SBCC; and
WHEREAS, the College HRM Department is qualified to provide the management services;

NOW, THEREFORE, it is agreed:

1. The Faculty Club shall:
   a. Provide facilities, equipment and supplies necessary to operate the Faculty Club.
   b. Provide all licenses, club rules and regulations, membership lists, records, adequate insurance (product and liability insurance), and hold harmless and defend the College District, its officers, agents and employees from all loss, cost, expense, claims or liability for injury to any person or damage to any property arising out of or in any manner connected with the performance and operation of the terms of this agreement.
   c. Pay for all goods, supplies and direct expenses of the Faculty Club operation (i.e., cost of product, direct expenses of supplies, etc.) through a Faculty Club checking account.
   d. Reimburse the College $1600 monthly plus $4.50 per hour for students working for the management of the Faculty Club to reimburse the College for the expenses connected with the management and operational responsibility.
e. Receive 14.25% of all gross food sales of which 5.0% will be set aside to purchase necessary equipment, china, silverware, kitchen utensils, etc.
f. Assume all net profits or losses resulting from the operation.

2. The College (HRM Department) shall:
   a. Operate the Club in a responsible financial manner in order to pay all bills in a timely and orderly manner.
   b. Maintain the Club in such a manner that faculty and staff will desire to join.
   c. Prepare and send bills to members for dues and membership fees.
   d. Operate the Club in a responsible management manner, including:
      * Booking of overnight guest rooms.
      * Housekeeping for overnight rooms.
      * Housekeeping for entire club - clean carpets, windows, grounds, etc.
      * Booking of catered events.
      * Management of bar, control of liquor, glasses, etc.
      * Rental of club for events, meetings.
      * Solicitations of new members, implementation of new Faculty Club programs to entice new members.
      * Reservation of racquet ball and squash courts, maintenance of courts.
      * Maintenance of pool area; check that members only are using pool and facilities.
   e. Maintain the Club in a sanitary and working state.
   f. Instruct and supervise the Lab Teaching Assistant and students in housing and bar management.
   g. Supervise the CSO for security and maintenance responsibilities.
   h. Receive 85.75% of all gross food sales to reimburse the College for the cost of product sold through the Club.
   i. Provide monthly financial reports to the Faculty Club Board and provide a representative to report on Club operations.

3. Both parties of the agreement agree:
   a. College students/staff will abide by the existing policies and regulations of the Faculty Club.
b. College students are not employees of the College or the Faculty Club, rather SBCC students in a lab setting.

c. The learning experience in this Faculty Club setting is part of the total educational experience of the HRM Department of the Santa Barbara Community College District.

d. The term of this agreement shall be from June 22, 1982 through June 26, 1983. The agreement may be revised at the request of either party with the agreement of both parties.

e. Either party of the Agreement may terminate or amend this Agreement on 30 days written notice.

f. Any notice given under this agreement shall be deemed given personally served when deposited in the mails in Santa Barbara County in a sealed envelope with the postage thereon fully prepaid from one party to the other addressed as follows, respectfully:

To the College: Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109
ATTN: Dr. Charles L. Hanson,
Business Manager

To UCSB Faculty Club: Faculty Club
University of California
North Hall 3038
Santa Barbara, CA 93106
ATTN: Dr. Lloyd J. Mercer, President
Faculty Club Board of Directors

SANTA BARBARA COMMUNITY COLLEGE

Charles L. Hanson,
Business Manager

UCSB FACULTY CLUB

Lloyd J. Mercer,
President
Faculty Club Board of Directors

CLH:mr
6/3/82