

**PEAK TO PEAK CHARTER SCHOOLS  
FACILITIES AGREEMENT**

THIS FACILITIES AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between PRAIRIE VIEW, INC., a Colorado nonprofit corporation (the “Corporation”), and PEAK TO PEAK CHARTER SCHOOLS, INC., a Colorado nonprofit corporation (the “School”), on the one hand and \_\_\_\_\_, on the other hand (the “Licensee”).

RECITALS

- A. The Corporation is the owner of certain real property located in Boulder County, Colorado (the “Property”).
- B. The School leases the Property for operation of a charter school thereon.
- C. The Licensee has requested, and the School and the Corporation have agreed, to grant the Licensee a non-exclusive revocable license to utilize certain facilities located on a portion of the Property for training and events (the “Facilities”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School, the Corporation and the Licensee agree as follows:

- 1. Incorporation of Recitals and Definitions. The recitals and definitions set forth above are hereby incorporated in the operative provisions of this Agreement.
- 2. Facilities. The School and the Corporation agree to provide the Facilities to the Licensee for its non-exclusive revocable use, at certain times, for the purposes of training and hosting events. A proposed schedule therefor shall be prepared by the Licensee and submitted to the School and the Corporation for approval at least one (1) week prior to the proposed use of the Facilities by the Licensee. The allowable time for the use of the Facilities by the Licensee shall be subject to change at any time without notice from the School and the Corporation. The Licensee agrees that its use of the Facilities shall be subject to the rules and regulations attached hereto as Exhibit A (the “Rules and Regulations”), and that such Rules and Regulations are in addition to the obligations and indemnifications given herein. The Licensee shall provide such insurance as required by the School and the Corporation, which shall name the School, the Corporation, and the Boulder Valley School District RE-2 as additional insureds. The Licensee shall not enter upon the Property or the Facilities except as expressly permitted hereunder. The Licensee shall pay to the Corporation in advance the amounts, and pursuant to the terms, set forth in The Facility Use Permit, as consideration for revocable license.

3. Assumption of Risk and Indemnification Related to Entry and Use. Licensee, and all of its members, players, coaches, employees, agents and invitees (“invitees” shall include for purposes of this Agreement, without limitation, opposing teams’ players and coaches; and all spectators, and other persons attending the Licensees’ events to be held on or in Facilities) hereby assume all risks and hazards of entering upon the Property and using the Facilities, and Licensee and all of its members, players, coaches, employees, agents and invitees hereby release, indemnify and agree to defend and hold harmless the School and the Corporation and their officers, directors, employees, managers, volunteers, or agents from all liabilities and claims (including, without limitation, all reasonable attorneys’ fees and expenses) arising from or in any related to such entry or use, including without limitation any such risks and hazards as may be the result of the negligence or recklessness of the School and the Corporation or their officers, directors, employees, managers, volunteers or agents (“Claims”). The Claims specifically include all claims, demands and asserted liability of any kind or nature involving or relating to property damage, bodily injury, or death suffered or sustained by any member, player, coach, employee, agent or invitee of the Licensee. The Licensee shall provide notice to all of its members, players, coaches, employees, agents and invitees of the assumption of risk, release and indemnifications described in this Paragraph, and hereby agrees to indemnify, defend and hold the School and the Corporation harmless from any damages resulting from its failure to do so.

4. Property Damage. The Licensee shall be responsible for all costs of investigation, evaluation (including attorney fees) and repair necessitated by any damage to the Property or the Facilities caused by any member, coach, player, agent, employee or invitee of the Licensee. The School and the Corporation may at its election repair any such damage, and the Licensee shall reimburse the School and the Corporation for all costs associated with all such costs of investigation, evaluation (including attorney fees) and repair within ten (10) days following receipt of an invoice therefor.

5. Indemnification for Licensee’s Acts and Omissions. The Licensee shall indemnify, defend and hold harmless the School and the Corporation , and their respective successors, assigns, officers, directors, employees, managers, volunteers and agents from and against all liabilities, losses, claims, suits, causes of action, demands, costs, expenses (including, without limitation, all reasonable attorneys’ fees and expenses), and judgments of any nature, arising or resulting, or alleged to arise or to result from, the acts or omissions of the Licensee, or its members, coaches, players, employees, agents or invitees with respect to any of their activities that occur upon the Property or in or on the Facilities, including, without limitation, damages resulting from a breach of the Rules and Regulations.

6. Miscellaneous Provisions.

(a) No Assignment. This Agreement and the Licensee’s rights and obligations hereunder may not be assigned or otherwise transferred by the Licensee without the prior written consent of the School and the Corporation , which consent the School and the Corporation may withhold at their sole and absolute discretion. Any such attempted non-permitted assignment or other transfer shall be null and void and of no force and effect.

(b) Authority. Each party represents and warrants to the other that the individual execution of this Agreement on behalf of each has the power and authority to do so.

(c) Default and Remedies. Upon the occurrence of any breach or default of the Licensee's obligations and responsibilities hereunder and the failure of the Licensee to cure the alleged breach or default within ten (10) days after notice thereof (or immediately in the case of an emergency), the School and the Corporation shall be entitled to pursue any remedies they may have against the Licensee as a result of or arising from the alleged breach or default, whether at law or in equity including the immediate termination of any rights or privileges of the Licensee under this Agreement as to the use of the Facilities for any purpose.

(d) Notices. All notices, approvals, or requests in connection with the Agreement, unless specifically stated otherwise in this Agreement, must be in writing and will be deemed given when personally delivered, or if mailed such notice will be deemed given three (3) days following deposit in the United States mail, certified return receipt requested, with postage prepaid; provided, however, notice shall not be effective without a signed return receipt from the party receiving notice. Notices shall be sent to the parties at their respective addresses set forth below. Each party may change the address to which notices are to be sent by written notice to the other party.

Notice to the School and the Corporation:

Stephanie Rowe  
Director of Operations  
800 Merlin Drive  
Lafayette, CO 80026

with a copy to:

Stephen C. Larson  
Johnson & Repucci LLP  
2521 Broadway, Suite A  
Boulder, Colorado 80304

Notice to the Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) No Reliance; Amendments. The School, the Corporation and the Licensee each acknowledge and agree that neither has relied upon any statements, representations, agreements or warranties except such as are expressed herein; and this Agreement supersedes all other written or oral agreements pertaining to use of Facilities at the School. No amendment or modification of this Agreement shall be valid or binding unless in writing and executed by the parties hereto in the same manner as the execution of this Agreement.

(f) Headings. The headings of sections and paragraphs hereunder are inserted for organizational convenience only and shall have no effect on the substantive interpretation of the provisions of this Agreement.

(g) Severability. In the event any term, covenant or condition of this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

(h) Prevailing Party. In the event any action or proceeding is commenced by either party to this Agreement to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be awarded its reasonable attorney's fees and costs through all appeals, in addition to any other remedy awarded in such action or proceeding.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

(j) Facsimiles. This Agreement may be executed in counterparts and by facsimile and facsimile signatures shall be considered to be original signatures for all purposes hereunder.

(k) Binding Authority. The persons signing this Agreement represent and warrant that they have been granted actual authority to bind the parties on whose behalf they are signing this Agreement to the all terms and conditions hereof.

IN WITNESS WHEREOF, the School, the Corporation and the Licensee have executed this Agreement as of the day and year first written above.

PRAIRIE VIEW, INC., a Colorado nonprofit corporation

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

PEAK TO PEAK CHARTER SCHOOLS, INC., a Colorado nonprofit corporation

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

THE LICENSEE:

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

## **EXHIBIT A**

### **RULES AND REGULATIONS**

**Please note that infractions may result in cancellation of your permit/s and in incurring personal liability.**

#### **General**

- Respect the reserved times on your permit and leave the space at the specified time.
- Space must be left clean, trash must be picked up, and space must be returned to original configuration; any moved furniture and/or equipment must be returned to original location.
- Children and adults must be supervised at all times.
- All applicable fire and safety laws must be observed. Open flame of any kind is specifically prohibited.
- Smoking is prohibited in buildings and on P2P/PVI property. Use or possession of alcoholic beverages and illegal drugs is prohibited on P2P/PVI property. Failure to comply will be dealt with by local law enforcement agencies.
- P2P/PVI shall not be held responsible for any damage or loss, which may occur to non-school property, brought on the premises. Such property must be removed from the facility immediately after the use thereof, as the materials will interfere with school activities.
- Additional restrictions may be added to individual permits.
- Permits are not transferable to any other person or group.
- **INSURANCE** – All groups must submit proof of insurance from an insurance company acceptable to P2P/PVI.

**PROOF OF INSURANCE PROVIDED**  
**\$1,000,000 per occurrence and \$2,000,000 aggregate**  
**Certificate Holders – a) Peak to Peak Charter School, b)Prairie View Inc,**  
**and c) Boulder Valley School District.**

- **CANCELLATION POLICY**
  - P2P reserves the right to cancel Facility User Permits should the space be needed for any school or school-related activities. This right will be used only when necessary due to unavoidable circumstances, and attempts will be made to offer alternative spaces. Full refunds of user fees will be given to the user.
- A fee will be charged for any cancellations or changes initiated by the user as follows:
  - If usage fee for cancelled spaces is less than \$25, no refund will be issued.
  - If usage fee for cancelled space is between \$25-100, a \$25 charge will be assessed.
  - If usage fee for cancelled space is over \$100, 25% of the cancelled amount will be charged.

## **Fields**

- No stakes of any kind in the turf
- No Gum
- No Sunflower Seeds
- No Dogs
- Do not shovel or plow the field in any way.
- Do not hang from the goals or netting
- Ensure the sand bags are anchoring the goals (do not allow sand to get into fibers)
- Wet fields may not be used (not including the synthetic turf field)
- If you have any questions regarding the use of the fields please contact Peter Chandler at 303-453-4794

## **Buildings**

- Food and/or drink are not permitted at any time in gyms, classrooms or other school areas. Cafeteria spaces may be requested in advance if food is to be served.
- Physical education equipment or supplies such as mats, balls, nets, scoreboards, climbing walls, etc. are not to be used unless specifically contracted in writing with the school.
- Stages are not to be used, nor any stage equipment, (including lights and sound systems) unless specifically contracted in writing.
- Do not adjust moveable walls.
- Do not hang on basketball rims; no slam-dunking allowed. If damage does occur to a basketball rim, backboard or other equipment during your scheduled gym use, you will be billed for all replacement and/or repair costs.
- No tape allowed on the gym floor; use only clean and dry tennis shoes; no black-soled shoes, hiking boots, sandals, heeled shoes, or snow boots.
- No temporary electrical, mechanical, or computer modifications allowed.
- When a permit has been issued, a P2P employee not directly involved in the activity must be on the premises during the use of the school building. A building monitor will be assigned at a rate of \$13 per hour.
- If you fail to show up at the time stated in your permit, the monitor will wait only one hour on site before locking up. No refunds will be given.
- Use must be limited to assigned areas listed on permit, adjacent halls and restrooms.
- There may not be more persons attending an event than is stated in the permit. Exits and stairways must be kept free of obstructions. No equipment,
- Decorations or scenery shall not be used in the building except as specifically stated in the permit, and even then such materials must meet all fire codes.