

FACILITY USE AGREEMENT #5708

Inspireworks LLC

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Inspireworks LLC, a limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 785 Oak Grove Road, E2 #271, Concord, CA 94518 (hereinafter referred to as "USER");

RECITALS

WHEREAS, COUNTY is the owner of that certain real property located in El Dorado County, California, commonly known as the Placerville Library located at 345 Fair Lane, Placerville, California 95667 and Juvenile Hall located at 299 Fair Lane, Placerville, California 95667 both identified in Exhibit A, marked "Site Locations," (hereinafter referred to as the "PREMISES");

WHEREAS, the COUNTY desires to grant to the USER and the USER desires to receive authorization from the COUNTY to use said PREMISES for the purpose of filming a motion picture;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

WHEREAS, the use of the PREMISES by USER for the purpose of filming a motion picture is a public benefit for the residents of El Dorado County.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and USER mutually agree as follows:

1. COUNTY hereby grants to USER and USER hereby agrees to accept from the COUNTY this authorization for use of PREMISES for the purposes of filming a motion picture.
2. The PREMISES shall be utilized by USER for the sole purpose of filming a motion picture.
3. This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement hereto and shall expire thirty (30) days thereafter.
4. USER shall be authorized to proceed with use of the PREMISES on the dates and times provided in the Notice to Proceed with the Work, provided this Agreement has been fully executed as evidenced by USER's receipt of a copy of said executed Agreement.

5. COUNTY will provide for USER's access to the PREMISES and a representative(s) of the COUNTY shall be present at all times.
6. The USER is authorized to bring personnel and equipment (including props and temporary sets) onto the PREMISES and to remove same after completion of its use of the PREMISES.
7. The USER shall not photograph, film, or use in the motion picture the actual name connected with the PREMISES without the express written consent by the COUNTY's Contract Administrator.
8. USER agrees that with COUNTY Contract Administrator's permission, if it becomes necessary to change, alter, or rearrange any equipment or furnishings on the PREMISES, USER shall return and restore said equipment or furnishings to their original place and condition, or repair it, if necessary, to the COUNTY'S satisfaction as determined by the COUNTY Contract Administrator.
9. USER agrees to use its best efforts to maintain and keep the PREMISES free of trash and litter generated from the USER's filming activities. USER agrees to leave said PREMISES free from all trash, debris, or litter directly resulting from the USER's use of the PREMISES. USER shall remove all trash, debris, or litter from PREMISES and dispose of said trash, debris, or litter at its sole expense immediately after the event.
10. USER acknowledges and agrees that it is solely responsible for the security of any personal property, equipment, or materials, placed on or brought on the PREMISES for or during the event.
11. USER shall at its own expense, remove all of USER's equipment and decorations from the PREMISES immediately after the event.
12. USER shall provide a deposit of \$1000.00 to cover the cost of any damage to COUNTY property. USER shall be financially responsible for all costs incurred by COUNTY for damages to COUNTY property exceeding the \$1000 deposit and for reasonable attorney fees to enforce the provisions of any contract issued for the activity described in this Agreement.
13. Protection of Facilities:
 - A. USER shall exercise care to prevent damage to the existing building, grounds, and property while using the PREMISES. Any damage caused as a result of USER's activities shall be repaired back to its original condition by USER at no additional cost to COUNTY. Otherwise COUNTY shall make repairs and invoice USER for the cost of said repairs.
 - B. USER shall provide for continuous COUNTY occupancy and operation of the PREMISES for the duration of this Agreement.

- C. USER shall provide for public use, and shall limit access to the PREMISES as directed by COUNTY's Contract Administrator.
 - D. USER shall not limit access to PREMISES by COUNTY, nor other contractors, at any time.
 - E. USER shall coordinate the use of the PREMISES, including the storage of materials, tools, and equipment, with COUNTY's Contract Administrator.
14. Safety: USER shall maintain safe conditions at the PREMISES for the duration of this Agreement for the public, COUNTY staff, and all persons using the PREMISES. Other safety measures shall include, but not be limited to providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of this Agreement.
15. USER shall reimburse COUNTY for reasonable costs incurred by COUNTY related to USER's activities under this Agreement. The Placerville Library is closed after 5:00 p.m. weekdays and the hourly cost of after-hours usage shall be billed to USER in accordance with Exhibit B, marked "Estimated Daily Afterhours Cost Placerville Library," incorporated herein and made by reference a part hereof for USER activities occurring after 5:00 p.m. Such costs may include but not be limited to utilities and COUNTY staff time for providing access to the library after hours and being present during the USER's filming at the Placerville Library. COUNTY Contract Administrator shall provide USER with an estimate of COUNTY costs associated with USER's use of the Placerville Library. USER shall pay an amount equal to 100% of the estimated COUNTY costs for eight hours of after-hours use upon execution of the Agreement. Upon completion of the USER's use of the Placerville Library, COUNTY Contract Administrator will provide an accounting of actual costs incurred and an invoice for any balance due to COUNTY within thirty (30) days of completion of the USER's use of the Placerville Library. Should actual COUNTY costs be less than the amount paid by USER, the COUNTY shall refund the difference to the USER within thirty (30) days of completion of the USER's use of the Placerville Library. USER will not be charged for use of Juvenile Hall.
16. USER shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that USER maintains insurance that meets the following requirements:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of USER as required by law in the State of California.
 - B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
 - C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by USER in performance of the Agreement.

- D. In the event USER is a licensed professional, and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. USER shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. USER agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, USER agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and USER agrees that no work or services shall be performed prior to the giving of such approval. In the event USER fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to COUNTY; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. USER's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of USER's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to COUNTY, its officers, officials, employees, and volunteers; or USER shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - M. USER's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event USER cannot provide an occurrence policy, USER shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
17. To the fullest extent permitted by law, USER shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of USER or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of USER to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
18. Independent Contractor: USER agrees that the USER, and any agents and employees of the USER, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of the COUNTY.
19. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.
20. The use granted herein is personal to the USER. It is non-assignable and any attempt to assign this Agreement shall immediately terminate it.
21. Termination or Cancellation without Cause: COUNTY may terminate this Agreement in whole or in part, for any reason upon forty-eight (48) hours email Notice of Termination. If such termination is effected, USER will pay for use of PREMISES before the effective date of termination, as set forth in the Notice of Termination provided to USER, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution.

Upon receipt of a Notice of Termination, USER shall promptly discontinue all use of PREMISES, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

22. Sole and Only Agreement: This instrument constitutes the sole and only Agreement between the COUNTY and the USER respecting the PREMISES or the granting of this Facility Use Agreement to the USER by the COUNTY, and correctly sets forth the obligations of the COUNTY and USER to each other as of its effective date. Any agreements or representations respecting the PREMISES or the Agreement not expressly set forth in this instrument are null and void.
23. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
24. The COUNTY Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division Manager, Chief Administrative Office, or successor.
25. All notices to be given by the parties hereto shall be in email or writing and served by depositing written notice in the United States Post Office, postage prepaid and return receipt requested. Written notices to COUNTY shall be addressed as follows:

COUNTY: County of El Dorado
Chief Administrative Office
Facilities Management
3000 Fairlane Court, Suite One
Placerville, CA 95667

ATTN: Russell Fackrell, Facilities Division Manager
(530) 621-5919

Emails to COUNTY shall be addressed to: russell.fackrell@edcgov.us, carbon copy to angelo.troquato@edcgov.us.

Notices to USER shall be addressed as follows:

USER: Inspireworks Productions
785 Oak Grove Rd, E2 #271
Concord, CA 94518

ATTN: Bob Leone
(925) 349-5414

Emails to USER will be addressed to: inspireworksproductions@gmail.com.

or to such other location as the USER directs.

CONTRACT ADMINISTRATOR:

Signed: _____ Date: _____
Russell Fackrell, Facilities Division
Manager

DEPARTMENT CONCURRENCE:

Signed: _____ Date: _____
Carolyn Brooks,
Director of Library Services
El Dorado County

IN WITNESS WHEREOF, the parties hereto have executed this Facility Use Agreement #5708 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"COUNTY"

-- INSPIREWORKS LLC --

By: _____

Date: _____

Melissa Prichard, Member
"USER"

By: _____

Date: _____

Bob Leone, Member

Inspireworks LLC

Exhibit A

Site Locations

Library



Juvenile Hall



Inspireworks LLC
Exhibit B
Estimated Daily Cost Placerville Library

Library Circulation Supervisor

Hourly Billing Rate \$45.92	\$45.92 x 8 hours	\$367.36
Average Daily Utility Cost:		\$100.00
Total Estimated Daily Cost:		\$467.36