



圣地亚哥华夏中文学校

San Diego Hua Xia Chinese School

SAN DIEGO HUA XIA CHINESE SCHOOL INC. (SDHXCS)
(7920 Arjons Drive, Suite H, San Diego, CA 92126)

Facility Usage Agreement

This Facility Usage Agreement (“Agreement”) is entered into between SDHXCS and User:

On the Date of:

For SDHXCS facility space located at 7920 Arjons Drive, Suite H, San Diego, CA 92126
 (“Space”):

() downstairs hall, () upstairs 202, () upstairs 203, () upstairs 204, () upstairs 205, and
(write down any other items to be included in this agreement, N/A if none)

Time/Duration of Use:

Usage Fee:

Maintenance charge: **\$100 or \$50/usage** (need to be collected before the date of the Agreement)

Security Deposit: **\$500 (refundable and need to collect before the date of the Agreement)**

Brief summary of User performance after each use. Please see details in the agreement.

- o Remove the User belongings.
- o Return furniture setup and restore the Space to its original arrangement.
- o Collect all trash to the trash dump outside the building back door.
- o Double check the bathroom and kitchen area for any trash or clutter.
- o Turn off all utilities, lights, air conditioner before leaving the Facility.
- o Close the door and ensure fully locked.
- o Report any damage during use.



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The User acknowledges and agrees that the User is a mere, non-exclusive licensee to use the SDHXCS facility according to this Agreement; that No leasehold of any kind shall be created by this Agreement; and that the User's usage is subject to the terms and conditions of this Agreement and can be revoked by SDHXCS.

Conditions and Restrictions for Facility Use: Before the commence of the use, the User must pay the Usage Fee, Security Deposit, and other applicable fees if any.

SDHXCS can revoke and terminate, at any time, the User's usage of the Space, if SDHXCS believes the User has breached any terms or conditions of this Agreement, or has engaged in or intends to engage in any activity that is unlawful, offensive, unorderedly, or generally in violations of applicable policies, rules, or regulations by SDHXCS or any relevant governing bodies or organizations.

In particular but non-limiting, the User's use of Space is further conditioned and restricted as follows:

- **Stove/Oven/Fire/Closed Areas:** Stove/Oven usage is **STRICTLY** prohibited. The User shall ensure that no heating or fire of any kind is made by the User, its affiliates, its guests or invitees, or generally anyone who participates in the User's events or activities. In addition, the locked/closed closets or area are designated as restricted and are not to be assessed or used by the User.
- **Cleanness:** the User shall maintain and ensure the Space in clean condition, and shall be liable for any cleaning or repair cost.
- **Restoring to prior conditions:** After usage, the User shall restore the Space to conditions immediately prior to and upon the commence of the User's use. The User is liable to any clean-up, repair, and restoration cost resulting from the User's failure to restore conditions.
- **No damage to SDHXCS properties:** The User should exercise due care to avoid damage to SDHXCS properties, and shall be **STRICTLY** liable, irrespective of the User's care or



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lack thereof, to any damage arising during the User's use, caused by the User, its affiliates, its guests or invitees, or generally anyone who participates in the User's events or activities.

Waiver of Liability and Indemnification: To the extent of the Law, SDHXCS shall **NOT** be liable to any physical damages or injuries to persons related to any incident, accident, or misuse ("Occurrence") of the Space while being used by the User. The User agrees to indemnify, defend, and hold SDHXCS and its officers, directors, employees, or assigns, harmless for any claims for physical damages or personal injuries which arise in connection with any such Occurrence.

By signing, the User hereby agrees to the terms and conditions of this Agreement.

User Contact / Title:

User Signature:

Date:

SDHXCS Contact /Title:

SDHXCS Signature:

Date:



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Appendix:

Space	Downstairs Hall	Upstairs 202	Upstairs 203	Upstairs 204	Upstairs 205
Square Footage	~ 1,600	~230	~230	~270	~160

Below is a standard charge for a multi-time-use agreement					
Hourly Charge	\$100/hour	\$25/hour	\$25/hour	\$20/hour	\$20/hour
Maintenance Charge	\$50	\$25	\$25	\$25	\$25
Service Deposit	\$500	\$500	\$500	\$500	\$500

Below is a standard charge for a one-time-use agreement					
Hourly Charge	\$125/hour	\$40/hour	\$40/hour	\$35/hour	\$35/hour
Maintenance Charge	\$100	\$40	\$40	\$40	\$40
Service Deposit	\$500	\$500	\$500	\$500	\$500

A non-profit organization may obtain a discount off the hourly charge. Please contact SDHXCS for details. SDHXCS possess the absolute authority to determine whether to extend such discount.