

**FACILITY USE AGREEMENT  
BETWEEN THE CITY OF CHANDLER AND  
LIVE LOVE**

THIS FACILITY USE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the CITY OF CHANDLER an Arizona municipal corporation ("City"), and LIVE LOVE, a domestic nonprofit corporation ("Live Love"). City and Live Love are referred to collectively in this Agreement as "Parties" and each may be referred to individually as a "Party."

WHEREAS, Live Love is the Oasis facility located at 482 East Erie Street in Chandler, Arizona, a legal description of which is attached hereto as **Exhibit A** (the "Oasis"), and

WHEREAS, City seeks to enter and use the Oasis from time to time for City-sponsored public service activities, including, but not limited to, educational events, recreational programs, community meetings, and special events (collectively referred to as "City Programs"), and

WHEREAS, Live Love is willing to permit City to enter and use the Oasis for City Programs under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, Live Love and City hereby agree as follows:

1. Right of Entry and License. Live Love hereby grants to City and to its agents, employees, guests, and invitees a conditional right of entry and a nonexclusive revocable license to enter and use the Oasis as may be reasonably necessary to provide the City Programs.
2. Proprietary Use Prevails. Use of the Oasis by City must be done at a time when these activities do not interfere or conflict with any Live Love functions. Live Love has first preference on use of the Oasis.
3. Condition of Premises. Live Love is not aware of any condition in, on, or about the Oasis that constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. City accepts the Oasis "as is."
4. Term. The term of this Agreement will commence as of the Effective Date and expire 12:00 a.m. (midnight) on \_\_\_\_\_, 2034 unless extended by mutual written agreement of the Parties (the "Term").
5. Consideration.
  - a. As total consideration for the right of entry and license to use the Oasis as provided under this Agreement, City shall pay Live Love a one-time lump sum fee of \$70,936.90 by check made payable to Live Love within 30 days of this Agreement being fully executed. This payment is intended to be commensurate with and offset impact fees that would otherwise be owed by Live Love to City.

- b. If at any time during the term of this Agreement Live Love ceases operation as a non-profit entity or otherwise terminates this Agreement during the contract year specified, Live Love will reimburse the City pursuant to the repayment schedule below within 60 days of City's demand.

- i. Year 1: \$60,000
- ii. Year 2: \$55,000
- iii. Year 3: \$50,000
- iv. Year 4: \$45,000
- v. Year 5: \$40,000
- vi. Years 6-7: \$25,000
- vii. Years 8-10: \$10,000

6. Reimbursement of Expenses. When requested by City or when Live Love provides advanced notice that its staff time will be required for a City event above and beyond normal schedule times and hours of operation, City will reimburse Live Love for any incremental and direct expenses related to time and labor of Live Love staff. Equipment rental and event-related expenses will be charged at the following rates:

- a. Hourly- \$350.00 (includes tables, chairs, AV, and linens, as available)
- b. Event- \$1,500.00/4 hour block (includes, tables, chairs, AV, linens, as available, set up/tear down)
- c. Cleaning fee- \$200.00

Any changes to the fee schedule must be submitted by Live Love to City in writing by October 1 of each year.

7. City Responsibilities.

- a. City agrees to follow Live Love's facility reservation process when requesting use of the Oasis. City agrees to submit all requests in a timely manner according to Live Love's schedule and understands that it may lose its priority position in the scheduling process should it submit its request in an untimely manner.
- b. City agrees to follow Live Love's rules and procedures for the use of the Oasis and any revisions that may be adopted from time to time by Live Love, provided that City receives prior notice of the revisions.
- c. City agrees to furnish and supply at City's sole cost and expense all expendable materials and supplies necessary in connection with City's use of the Oasis.
- d. City agrees that during the times City is utilizing the Oasis, other than during Live Love sponsored events, City shall carry comprehensive general liability insurance coverage of at least \$2 million each occurrence / \$4

million aggregate, which may be self-insured in whole or in part. City shall provide proof of coverage to Live Love upon request.

- e. City will not be charged by Live Love for normal and routine maintenance costs associated with the Oasis.

8. Live Love Responsibilities.

- a. Live Love agrees to keep City informed of current facility usage rules and procedures as they may be revised from time to time.
- b. Live Love agrees to designate a point of contact to serve as the coordinator for City's use of the Oasis.
- c. Live Love will promptly invoice City for fees incurred pursuant to paragraph 6 of this Agreement.
- d. Live Love must maintain (i) "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate; (ii) Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Live Love employees engaged in the performance of work or services under this Agreement; (iii) Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee; and (iv) Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on any owned, hired, and non-owned vehicles assigned to or used in the performance of Live Love's operation of the Oasis. Live Love shall provide proof of coverage to City upon request.

9. Indemnification.

- a. Live Love shall indemnify, defend, and hold harmless City, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Live Love, its officers, agents, partners or employees.
- b. City shall indemnify, defend and hold harmless Live Love, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of City, its officers, agents, or employees.

10. No Third-Party Liability. Failure to comply with terms of this Agreement shall not provide the basis of any third-party action against Live Love or City.

11. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the Parties.

12. Conflict of Interest. City reserve all rights that it may have to cancel this Agreement for possible conflicts of interest under Section 38-511 of the Arizona Revised Statutes.

13. Assignment. Neither Party may assign or encumber any right or interest under this Agreement without the prior written consent of the other Party, which either Party may withhold in its absolute and sole discretion.

14. No Partnership. This Agreement does not and shall not be construed to create a partnership, joint venture, or any other relationship between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind on the other Party's behalf, or to take any action as agent for, or to bind, the other Party in any way. Further, neither Party may use the other's insignias, logos, symbols, designs, or other official images or trade names of the other Party without the approval of an authorized representative of the Party whose mark is being used.

15. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Live Love:           388 N Colorado St  
                                  Chandler, AZ 85225  
                                  Attention: Melinda Gunther

To City:                 City of Chandler  
                              Neighborhood Resources Department  
                              Mail Stop 600  
                              P.O. Box 4800  
                              Chandler, AZ 85244  
                              Attention: Neighborhood Resources Director

With a copy to:       Chandler City Attorney  
                              Mail Stop 602  
                              P.O. Box 4800  
                              Chandler, AZ 85244-4800

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

16. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions hereof.

18. Miscellaneous. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement shall be executed in counterparts, which together shall constitute a single instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF CHANDLER**

**LIVE LOVE**

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

By: Melinda Gutz

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

Its: Founder/Board Chair

**APPROVED AS TO FORM:**

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

City Attorney  
DMG

**ATTEST:**

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

City Clerk

## **EXHIBIT "A"**

**That part of Lot 6, Block 7, GREATER CHANDLER ADDITION, according to Book 31 of Maps, page 27, records of Maricopa County, Arizona.**

**BEGINNING at the Southeast corner of side Lot 6, running thence North 486.60 feet to center line of an irrigation ditch, thence Westerly along center line of said ditch to the West line of Lot 6, thence South 484 feet to the Southwest corner of said Lot 6, thence East to the point of BEGINNING;**

**EXCEPT the South 75 feet of the East 129 feet thereof; and**

**EXCEPT the West 104 feet of the East 129 feet of the North 68.6 feet of the South 143.6 feet thereof; and**

**EXCEPT the North 325 feet of the East 129 feet thereof; and**

**EXCEPT all oil, gas, coal and other mineral rights as reserved to the United States in Deed recorded in Book 441 of Deeds, page 527, records of Maricopa County, Arizona**