

# **BALDY VIEW REGIONAL OCCUPATIONAL PROGRAM**

## **JOINT VENTURE TRAINING AGREEMENT FOR USE OF FACILITIES**

This agreement is made by and between \_\_\_\_\_, hereinafter referred to as "*Affiliate*," and *Baldy View Regional Occupational Program*, hereinafter referred to as "*R.O.P.*"

### **WITNESSETH:**

Whereas, R.O.P. desires to utilize facilities and services to be provided by \_\_\_\_\_  
(*Affiliate*)  
in order to fulfill the \_\_\_\_\_ training plan for school age youth and adults enrolled in the R.O.P.; and Whereas, Affiliate has special facilities located at:

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Zip:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

which it is willing to make available to R.O.P. for its use in the instruction of R.O.P. students at a time mutually agreeable to Affiliate and R.O.P. Now, Therefore, the parties agree as follows:

### **THE AFFILIATE SHALL:**

1. Furnish all in-kind services, such as utilities, custodial, and maintenance that may be used or needed by R.O.P. in and about the premises including emergency telephone services required by R.O.P.; and
2. Include with the use of said facilities the use of lavatory, toilet and other facilities incidental thereto, including but not limited to, parking areas.

### **THE R.O.P. SHALL:**

1. Bear all expenses of conducting said class and the Affiliate shall have no obligation under this Agreement except as herein provided; and
2. Furnish supplies necessary and incidental to conducting the program, it being understood that Affiliate shall not be responsible for loss, theft, or damage to such supplies.

### **GENERAL PROVISIONS**

1. The term of this Agreement shall commence \_\_\_ / \_\_\_ / \_\_\_ and continue without rental charge to the R.O.P. until canceled by either party in accordance with paragraph 7 thereof.
2. R.O.P. agrees to hold Affiliate harmless from any and all liability and claims for injury or damage to himself, his agents, his employees or third persons arising out of R.O.P. use and occupation of said

premises, unless such liability or claim arises out of the sole negligence or willful misconduct of Affiliate.

3. The school district of residence shall be deemed the employer.
4. Affiliate agrees that no wages will be paid to R.O.P. students for any period student is scheduled for R.O.P. training.
5. Affiliate agrees not to displace or decrease the hours of employment of any regular employee or any high school work experience student as the result of this R.O.P. course of instruction.
6. **Baldy View Regional Occupational Program** is an equal opportunity employer and does not discriminate in its programs and activities on the basis of race, color, national origin, sex, disability, age or any other basis protected by law. ***The following has been designated to handle inquires regarding non-discrimination policies:*** Human Resources Representative, Baldy View ROP, 8265 Aspen Avenue, Suite 100, Rancho Cucamonga, 91730, (909) 980-6490, Ext. 228.
7. The Agreement may be canceled by either Affiliate or R.O.P. by serving 30 days' written notice of such cancellation on the other party as follows:

Affiliate located at: \_\_\_\_\_ Telephone: \_\_\_\_\_  
this R.O.P. at 8265 Aspen Avenue, Suite 100, Rancho Cucamonga, California 91730. Either party may change the location where said notice shall be sent by notifying the other party of such new address in writing at the above address.

Executed on \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
*Affiliate Signature*

\_\_\_\_\_  
*R.O.P. Superintendent*

\_\_\_\_\_  
*Print Name and Title*

\_\_\_\_\_  
*Teacher*

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***Instructions for Processing:***

1. The agreement **must** be signed by the affiliate.
2. Return the agreement to the R.O.P. office for processing.
3. After processing, the agreement will remain on file in the R.O.P. office, and a copy of the agreement will be sent to the affiliate.
4. Form must be signed by the community representative **and** the R.O.P. Superintendent **prior** to student assignment.

***NOTE: Title V regulations are available for community site sponsors upon request.***