

## RONALD McDONALD FAMILY ROOM AGREEMENT

THIS RONALD McDONALD FAMILY ROOM AGREEMENT (this "Agreement") is made this 1<sup>st</sup> day of November, 2018, by and between the County of Ventura, on behalf of its Ventura County Medical Center, hereinafter referred to as "MEDICAL CENTER," and RONALD McDONALD HOUSE CHARITIES OF SOUTHERN CALIFORNIA, hereinafter referred to as "RMHC."

### WITNESSETH:

WHEREAS, the parties wish to provide families of seriously ill children undergoing medical treatment at MEDICAL CENTER with a special family respite room for their comfort and mutual support; and

WHEREAS, the establishment of the respite room and mutual support system can best be achieved on the premises of MEDICAL CENTER; and

WHEREAS, MEDICAL CENTER is willing to provide physical space, maintenance, security, housekeeping and certain volunteer services for the operation of a family room; and

WHEREAS, RMHC is willing to expend funds for the construction/remodeling, interior design, furniture and fixtures, necessary supplies and printed materials in the designated space on the premises of MEDICAL CENTER and to establish and manage a Ronald McDonald Family Room therein; and

WHEREAS, MEDICAL CENTER is familiar with the concept of a Ronald McDonald Family Room and desires that a Ronald McDonald Family Room be established on the premises of MEDICAL CENTER.

NOW, THEREFORE, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish and operate a Ronald McDonald Family Room on the premises of MEDICAL CENTER.
2. Provision of Space. MEDICAL CENTER agrees to provide approximately 1,000 square feet of space on its premises at 300 Hillmont Ave, Ventura, California 93003 near in proximity to the Pediatric Department and located on the 2nd Floor with no sleeping rooms as shown on Exhibit A attached hereto and made a part hereof (the "SPACE"), furnished with all utilities, including water, electricity, heating and air conditioning and telephone service. MEDICAL CENTER shall make the SPACE accessible to RMHC and in condition ready for construction/remodeling, interior design and furnishing in the manner agreed by the parties no later than April, 2020.
3. Premises owned by MEDICAL CENTER. All property rights and interest in the SPACE and the Ronald McDonald Family Room shall remain with the MEDICAL CENTER. RMHC shall have access to and use of the SPACE as necessary to carry out the plan of construction/remodeling, interior design and furnishing agreed to by the parties, and MEDICAL CENTER hereby grants RMHC a temporary license to enter onto the premises of MEDICAL CENTER as necessary to carry out such plans and to manage and operate the Ronald McDonald Family Room in accordance with this Agreement.

4. Responsibilities of RMHC. To achieve the purpose of this Agreement, RMHC will undertake the following responsibilities:
- a. Present for approval by MEDICAL CENTER blue prints and/or plans for construction/remodeling and improvement of the SPACE (collectively, the "PLANS") to achieve the purpose of this Agreement;
  - b. Upon approval by MEDICAL CENTER of the PLANS, commence construction/remodeling, interior design and furnishing of the SPACE consistent with this Agreement. RMHC agrees that all work done on the premises of MEDICAL CENTER shall be in compliance with all applicable building codes and other laws;
  - c. To establish a budget to be approved by the RMHC Board of Directors for purchase and replacement as needed of the interior design furnishings and fixtures, and ongoing supplies as described in Paragraph g., below;
  - d. Prepare and present names and logos designed for the Ronald McDonald Family Room for approval by MEDICAL CENTER, which approval shall not be unreasonably withheld or conditioned. The parties agree that the Ronald McDonald Family Room will be operated only under names and logos designated by RMHC and that the name of the room shall not be changed without the prior written approval of RMHC;
  - e. Plan and control publicity to announce and promote the Ronald McDonald Family Room, including dedication thereof, after receiving MEDICAL CENTER's approval of all promotional campaigns and announcements, which approval shall not be unreasonably withheld or conditioned;
  - f. To govern the affairs of the Ronald McDonald Family Room including:
    - i. draft and implement policies concerning the qualifications of persons/families permitted to use the Ronald McDonald Family Room as well as the appropriate rules and regulations concerning its use (all such policies, rules and regulations are subject to MEDICAL CENTER's advance approval, which approval shall not be unreasonably withheld or conditioned);
    - ii. provide adequate staffing and plan oversight for day-to-day operations of the Ronald McDonald Family Room; and
    - iii. decide such other matters concerning the use of the Ronald McDonald Family Room as MEDICAL CENTER and RMHC shall jointly approve;
  - g. Maintain, repair and replace all improvements made by RMHC, including furnishings, appliances, electronic equipment, and books as necessary, as determined in RMHC's reasonable discretion. All furnishings and improvements which do not constitute fixtures or which are provided or furnished by RMHC shall at all times be and remain property of RMHC ("RMHC PROPERTY"). In the event this Agreement terminates for any reason, all items of RMHC PROPERTY may be removed by RMHC within thirty (30) days of the effective date of such termination;
  - h. Provide volunteer staffing for the Ronald McDonald Family Room and supervise its use on a day-to-day basis; provided, however, that the MEDICAL CENTER intends to work with RMHC in providing and referring interested MEDICAL CENTER volunteers

to RMHC. MEDICAL CENTER acknowledges that a minimum of twenty-five (25) volunteers are necessary to staff the Ronald McDonald Family Room. Volunteer orientation and training will be conducted by RMHC in cooperation with the MEDICAL CENTER Director of Volunteers and in compliance with MEDICAL CENTER's volunteer policies and procedures;

- i. Maintain property insurance insuring the RMHC PROPERTY located within the SPACE in amounts acceptable to MEDICAL CENTER in its reasonable discretion. In addition, any contractor selected by or for RMHC to perform any alterations or improvements shall carry insurance providing coverage against any and all claims for bodily injury and property damage occurring in or about the SPACE with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. RMHC shall require the contractors to name RMHC and MEDICAL CENTER as additional insureds. Proof of such coverage will be provided to MEDICAL CENTER in an acceptable format; and
- j. Provide liability and casualty insurance (insuring the RMHC PROPERTY) and certificates for coverage, or comparable self-funded coverage. Proof of such coverage will be available to MEDICAL CENTER in an acceptable format.

5. Responsibilities of MEDICAL CENTER. To achieve the purpose of this Agreement, MEDICAL CENTER will undertake the following responsibilities:

- a. Promptly review and approve the PLANS presented to achieve the purpose of this Agreement, such consent not to be unreasonably withheld or conditioned;
- b. Provide, free of charge, the SPACE to establish and operate a Ronald McDonald Family Room, which SPACE shall be upon delivery to RMHC in compliance with all applicable building codes and other laws;
- c. Provide liability and casualty insurance and certificates for coverage, or comparable self-funded coverage. Proof of such coverage will be available to RMHC in an acceptable format;
- d. Permit RMHC to have access to the SPACE as provided in this Agreement;
- e. Provide, free of charge, all utilities including electricity, heating, water, air conditioning and computer/Internet and local telephone services;
- f. Provide, free of charge, security and janitorial and housekeeping services consistent with MEDICAL CENTER's policies and procedures;
- g. Provide, free of charge, sufficient parking, as may be necessary from time to time, for RMHC contractors, volunteers, directors and other personnel;
- h. Maintain, repair and replace, as necessary, all structural improvements, and mechanical systems serving the SPACE, all doors and glass located within the SPACE, and all other items not expressly the responsibility of RMHC set forth above; and
- i. Obtain any and all necessary governmental or other approvals for the construction/remodeling and operation of a Ronald McDonald Family Room.

6. Ronald McDonald Family Room Availability. The parties agree that the Ronald McDonald Family Room will be accessible from 9 AM to 9 PM every day (subject to change by mutual agreement); provided Ronald McDonald Family Room trained volunteer staff is available.
7. Agreement Term and Termination. The initial term of this Agreement is for a period of five (5) years, commencing on the date construction/remodeling of the SPACE begins. The parties agree to memorialize such date in writing. The Agreement shall automatically renew for successive periods of one (1) year each after the expiration of the initial term unless the Agreement is terminated as provided herein.
  - a. This Agreement may be terminated by either party by giving written notice of termination to the other party at least one hundred twenty (120) days prior to the expiration of the current term.
  - b. RMHC may cease its participation in the Ronald McDonald Family Room on the premises of MEDICAL CENTER and terminate this Agreement at any time by giving MEDICAL CENTER at least sixty (60) days' prior written notice. In the event RMHC terminates this Agreement with MEDICAL CENTER, it may remove all RMHC PROPERTY within thirty (30) days of the effective date of such termination. If RMHC terminates this Agreement within the first three (3) years of the Agreement it shall be responsible, at MEDICAL CENTER's discretion, for returning the SPACE to leasable space at white box level, unless the termination was due to MEDICAL CENTER's breach of this Agreement.
  - c. MEDICAL CENTER shall have the right to terminate this Agreement at any time by giving RMHC at least one hundred eighty (180) days' prior written notice of termination. In the event MEDICAL CENTER terminates this Agreement under this subparagraph c. prior to the conclusion of the initial five (5) year term, MEDICAL CENTER shall pay RMHC an amount equal to the unamortized cost of the improvements made by RMHC to the SPACE.
  - d. No payment shall be required of MEDICAL CENTER under the preceding provision if MEDICAL CENTER provides comparable, substitute space, facilities and improvements, reasonably acceptable to RMHC, at no cost to RMHC.
  - e. Either party may terminate this Agreement by giving written notice to the other party in the event the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party specifying the breach.
  - f. Upon the termination of this Agreement, for any reason, MEDICAL CENTER shall cease using all names and logos of RMHC or Ronald McDonald Family Room.
  - g. Upon the termination of this Agreement, except as otherwise provided herein, RMHC shall ensure that the SPACE is returned to the condition that existed as of the date the Ronald McDonald Family Room was first accessible to families on the premises of MEDICAL CENTER, broom clean, reasonable wear and tear excepted.
8. Waivers of Rights of Subrogation; Release. MEDICAL CENTER and RMHC mutually waive and release their respective rights of recovery against each other, and against the officers, directors, partners, members, shareholders, employees, and agents of the other, directly or by way of subrogation or otherwise, for any claim, and for any loss of, or damage to, either

party's property, any party's business or operations and/or any personal injury to the extent that such claim, loss, damage or injury results from a cause of loss which is covered by any insurance actually maintained by a party. Such waiver or release shall include any deductible, retention and self-insured loss or damage.

9. Indemnification. Each party hereby agrees to indemnify, and to hold harmless and defend, the other party from and against all third party claims, losses, expenses or liabilities for injury or death to any person, for damage to any property or for damage to or loss of use of the SPACE and the Ronald McDonald Family Room caused by the negligent or intentional acts or omissions of the indemnifying party or its agents or employees (except to the extent caused by the negligent or intentional acts or omissions of the other party, its agents or employees). Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by the other party. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.
10. Entire Agreement. This is the entire agreement of the parties and all prior oral or written agreements are superseded by this written contract. This Agreement may be modified only by a written amendment signed by both parties.
11. State Law. This Agreement shall be governed by the law of the State of California.
12. Terms Binding. If any court of competent jurisdiction should find any term of this Agreement invalid or unenforceable, the remaining terms shall remain binding and enforceable on the parties.
13. Approval. Any consent or approval required hereunder shall be given within fifteen (15) days after delivery of written request therefor. If neither the required approval or disapproval is given within this time period, then the request shall be deemed approved.
14. No Waiver. Neither party waives its rights against the other to enforce the term of this Agreement.
15. Representatives. After execution hereof, each party shall submit to the other a list of representatives of such party who are authorized to make decisions concerning this Agreement for such party.

MEDICAL CENTER

By:

Name:

Title:

RONALD McDONALD HOUSE CHARITIES OF SOUTHERN CALIFORNIA

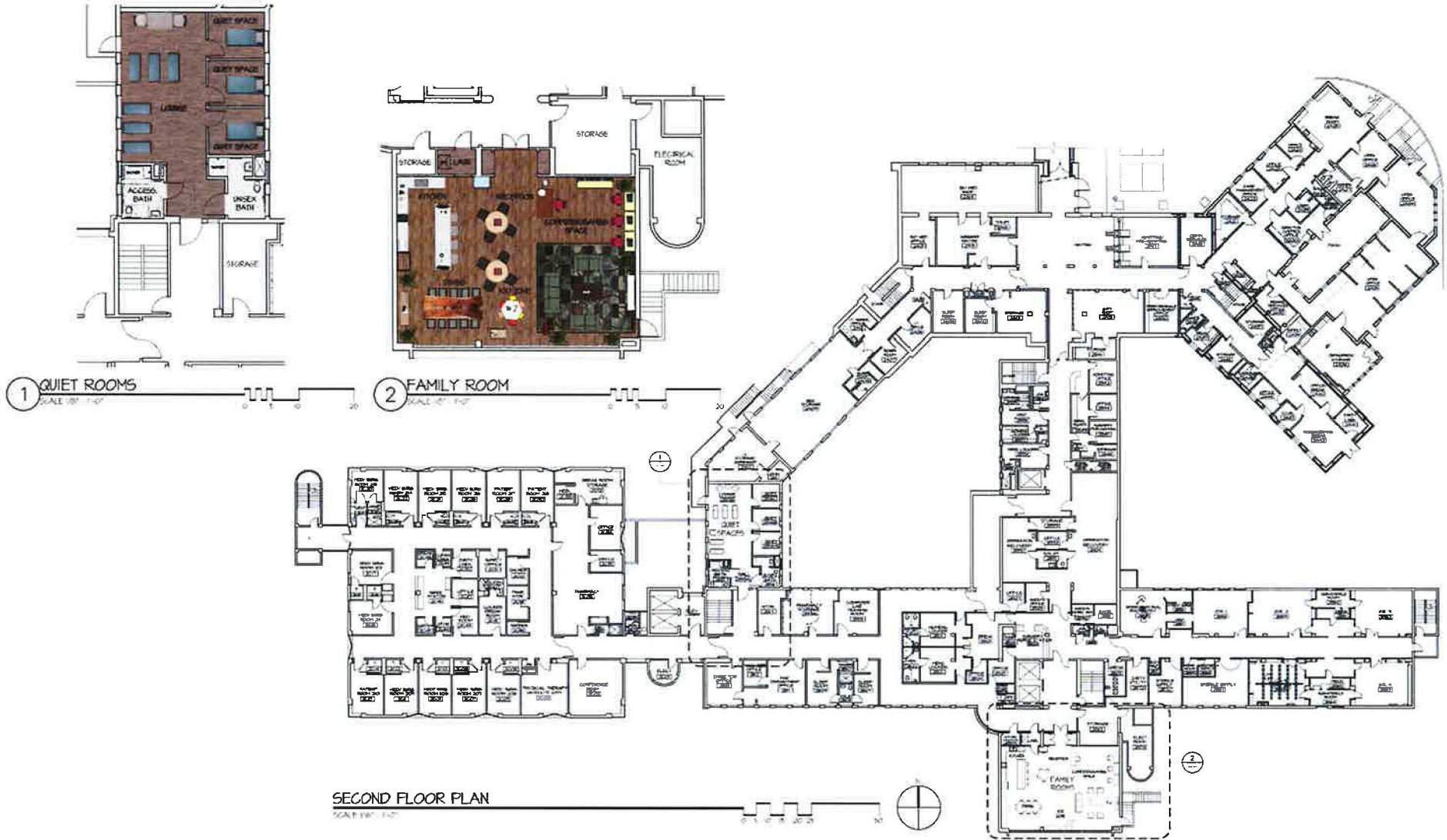
By:

Name:

Title: *President, Board of Directors*



# Exhibit A



## RONALD McDONALD FAMILY/QUIET ROOMS

VENTURA COUNTY MEDICAL CENTER

**RASMUSSEN & ASSOCIATES**  
Architecture • Planning • Interiors