



## COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM

### JOINT VENTURE TRAINING AGREEMENT FOR USE OF FACILITIES

THIS AGREEMENT is made by and between \_\_\_\_\_ hereinafter referred to as "Business Partner," and COLTON-REDLANDS-YUCAIPA REGIONAL OCCUPATIONAL PROGRAM, hereinafter referred to as "CRY-ROP."

#### WITNESSETH:

**WHEREAS**, CRY-ROP seeks to utilize facilities and services to be provided by Business Partner in order to fulfill the practical training component of the Career and Technical Education courses and programs offered by CRY-ROP;  
and

**WHEREAS**, Business Partner has training facilities which will be made available to CRY-ROP, for its use in the instruction of CRY-ROP participant(s), at a time mutually agreeable to the Business Partner and CRY-ROP.

**NOW, THEREFORE**, the parties agree as follows:

#### THE BUSINESS PARTNER SHALL:

1. Agree to provide a supervisor or designee who will be responsible for supervising the CRY-ROP participant(s) and to provide an orientation and training. The CRY-ROP participant(s) will be provided with a safe work space and the proper tools, supplies and equipment to carry out the training responsibilities assigned.
2. Furnish all in-kind services, such as utilities, custodial, maintenance, emergency phone services as well as the use of restrooms, parking areas and other facilities, as needed.
3. Not displace or decrease the hours of employment of any regular employee or any high school work experience student or substitute for existing vacancies as the result of this agreement.
4. Not have any financial obligation under this agreement.

#### CRY-ROP SHALL:

1. In cooperation with the Business Partner, develop a competency-based instructional plan for each participant placed with said Business Partner.
2. Provide worksite monitoring and follow-up of the participant(s).
3. Furnish supplies necessary to conduct the training program; the Business Partner shall not be responsible for loss, theft, or damage to such supplies.
4. Review and reinforce all rules and regulations with the participant(s) that they will be subject to during the hours they are in the facility.
5. Communicate to the participant(s) that they are not entitled to a job at the conclusion of the training period.

#### HOLD HARMLESS CLAUSES:

1. CRY-ROP agrees to defend, indemnify and hold harmless the Business Partner, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which the Business Partner, its officers, agents, and employees may be subjected or put to by reason of damage or act of omission occasioned by CRY-ROP, its officers, agents, participant(s) or employees in carrying out the provisions of this Agreement.
2. The Business Partner agrees to defend, indemnify and hold harmless CRY-ROP, its officers, agents, and employees from any and all suits, actions, damages, or claims of every name and description, including reasonable attorneys' fees, to which CRY-ROP, its officers, agents and employees may be subjected or put to by reason of damage or act of omission occasioned by the Business Partner, its officers, agents or employees in carrying out the provisions of this Agreement.
3. CRY-ROP agrees to see that each participant is supplied with insurance coverage for Worker's Compensation, and to take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CRY-ROP and the Business Partner with respect to those liabilities to which CRY-ROP holds the Business Partner harmless.

