

**Motion to Approve the Naming Opportunity of the  
“THE GENE HAAS CENTER FOR ADVANCED MANUFACTURING DESIGN & TECHNOLOGY”**

Central Community College Area’s Board of Governors agrees to the conditions outlined by the “Educational Grant Agreement” between itself and the Gene Haas Foundation.

The board further recognizes that the aforementioned agreement allows the college’s foundation to receive the funds from the Gene Haas Foundation and that the college is hereby directed to use these funds as stipulated by this agreement.

Approved by the Board of Governors of the Central Community College Area on the 22<sup>nd</sup> of October, 2022.

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Sam Cowen  
Chairman  
Board of Governors

## Educational Grant Agreement

This Educational Grant Agreement ("Agreement") is dated for reference purposes only as of September 15, 2020 ("Reference Date"), by and between Gene Haas Foundation, a California nonprofit public benefit corporation ("Haas"), Central Community College, a Nebraska public community college ("College"), and Central Community College Foundation, Inc., a Nebraska Non Profit corporation (the "Foundation"), with respect to the following facts:

A. Haas has approved a grant to the Foundation for use by College as part of its educational mission.

B. In recognition of the grant to be made by Haas, College wishes to give naming rights to Haas with respect to certain instructional space in a newly renovated and expanded building on the Hastings campus of College, known as the Hamilton Building (herein, the "Building"), which space contains approximately 17,000 square feet and will be named the Gene Haas Center for Advanced Manufacturing Design & Technology (the "Center").

NOW, THEREFORE, in exchange for the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy is hereby acknowledged, the parties agree as follows:

1. Grant. Haas agrees to make a grant (the "Grant") in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), on the terms and conditions set forth herein. The Grant shall be made to Foundation and utilized by College for the purposes set forth herein.

2. Disbursement of Funds. Haas will disburse the Grant funds within ten (10) days after all parties have executed this Agreement.

3. Use of Funds. College will use all Grant funds for renovation and operation of the Center, all as generally described in the Foundation's March 20, 2020 proposal to Haas (the "Proposal").

4. Naming of the Center. The Center will be named the "Gene Haas Center for Advanced Manufacturing Design & Technology" or similar name to be approved by Haas, for a period of ten (10) years, beginning on the date the Center is first used for the purposes set forth herein and the signage described herein has been installed. The area defined as the Center is shown in Exhibit A attached hereto and incorporated herein. The signage for the Center shall be prominently displayed within the Center, generally as shown in Exhibit B attached hereto and incorporated herein.

5. Completion of the Renovation. College represents that the renovation of the Building, including the Center, is substantially complete and the Building, including the Center, is ready for use.

6. Furnishing of Equipment. Foundation and College represent that substantially all of the equipment and machinery necessary for the conduct of educational operations in the Center has already been purchased or ordered and will be available for use in classes upon completion of the renovation, and that the existing budget of the College and/or the Foundation contains sufficient funds for the purchase of such equipment and machinery without regard to any funds contemplated herein. Haas acknowledges that College and Foundation have made no commitments to buy additional equipment and machinery from any source, and that any such purchases are within the sole and absolute discretion of College. No portion of the Grant funds may be used to purchase equipment from Haas Automation, Inc. or any of its distributors.

7. Operation of the Center. College will use the Center primarily for the purposes set forth in the Proposal. College will maintain the physical plant of the Building and the Center in a manner comparable to the other educational buildings on the campus.

8. Failure to Operate. The parties recognize and acknowledge that Haas will have no adequate remedy at law if College violates the naming, signage, and operation obligations for the Center as set forth above. Accordingly, the parties agree that injunctive relief will be appropriate for any failure on the part of College to maintain the Building and the Center as required above, or any failure to maintain the signage and visibility in the state required above, or any failure to operate the Building and the Center in the manner required above, unless beyond the control of College through an event of *force majeure*.

9. Publicity. Haas may use the name of College in its publicity, and may take and use photographs of the Building and the Center; provided, however, that any use of such photographs shall be subject to the prior approval of College, which will not be unreasonably withheld or delayed. College will provide access to the Building for such purposes on reasonable advance request by Haas.

10. Waiver of Claims. College hereby waives any and all claims of any kind against Haas, its officers, employees, agents, and representatives ("Releasees"), arising from the Grant described above, the use of the name Gene Haas Foundation, or the name Haas or any variant in or on the Building, or in any other context.

11. Entire Agreement. This Agreement sets forth the complete agreement of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreement with respect thereto. This Agreement may not be modified or amended orally, but only by a written instrument signed by all parties.

12. No Waiver. No waiver of any rights under this Agreement shall be effective unless set forth in a written instrument signed by the waiving party. No delay in exercising any rights hereunder shall constitute a waiver of those rights, no waiver of any provision hereof shall constitute a waiver of any other provision, and no waiver on one occasion shall constitute a waiver on any other occasion.

13. Counterparts. This Agreement may be executed in counterparts, and a complete set of signed counterparts shall constitute a single signed agreement. Signatures may be transmitted by facsimile or email, and such signatures shall be deemed original signatures for all purposes.

14. Successors and Assigns. This Agreement shall be binding on, and inure to the benefit of, successors and assigns of the parties. Nothing in this provision shall modify any prohibition on assignment elsewhere in this Agreement.

15. Severability. If any provision of this Agreement shall be deemed unenforceable by any court, the other provisions shall remain in full force and effect, and shall be construed, to the extent reasonably possible, as if the unenforceable provision had never been part hereof.

16. Attorneys' Fees. In the event of any legal action to construe or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as part of any award or judgment.

17. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California.

18. Adverse Publicity. If at any time after the Reference Date hereof, Haas commits any criminal or unethical act that might reasonably bring disrepute on the College if the Center continues to bear the name used pursuant hereto, then College may terminate this Agreement; provided, however, that, if such termination occurs during the first five (5) years of the term, College shall refund one-half of any Grant funds paid to it hereunder.

19. Confidential Information. The parties acknowledge that it may be necessary to disclose certain confidential and proprietary information under this Agreement. The parties acknowledge that any disclosure to any third party or any misuse of this proprietary or confidential information may cause irreparable harm. Accordingly, the parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information without prior permission.

20. Independent Contractors. The parties intend for their relationship under this Agreement to be that of independent contractors.

21. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested or be recognized overnight delivery company such as Federal Express. All notices shall be addressed as set forth below. Any party may change its address for notice by giving written notice to all other parties.

Gene Haas Foundation  
a California nonprofit public benefit corporation

Central Community College

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

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

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

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

2800 Sturgis Road  
Oxnard CA 93030  
Attn: Kurt Zierhut

\_\_\_\_\_  
\_\_\_\_\_

Central Community College Foundation, Inc.  
a Nebraska Non Profit Corporation

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

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

201 Foundation Place, Suite 200  
Hastings, Nebraska 68901-4014  
Attn: Dean Moors

**Welding Expansion Remodel  
ADMT Expansion Addition**

**EQUIPMENT LEGEND**

KEYNOTE	EQUIPMENT	TOTAL
1	MANUAL LATHE	10
2	MANUAL MILL	10
3	TOOL BOX (MOBILE)	60
4	WORK TABLE	8
5	CNC LATHE	10
6	CNC MILL	8
7	CNC MILL (DUST COLLECTION)	1
8	GREEN MOLD PRESS	1
9	INJECTION MOLD PRESS	1
10	RED CAGE PRESS	1
11	CNC MILL VF6	1
12	EDM	2
13	SURFACE GRINDER	6
14	PEDESTAL SAW	2
15	HORIZONTAL SAW	2
16	GRANITE MEASURING TABLE	1
17	TOOL BOSS	2
18	FURNACE	1

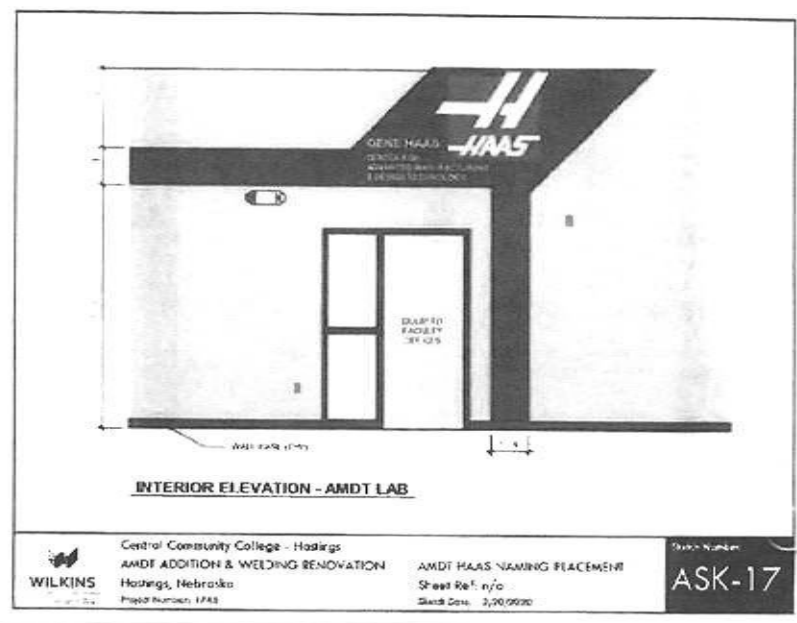
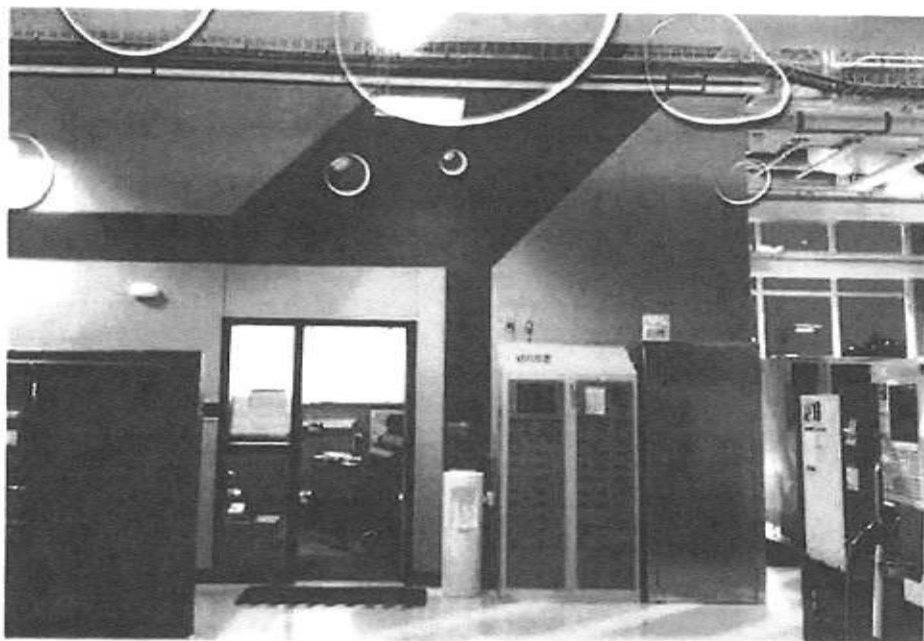
**WILKINSON**

**Haas**

WILKINS

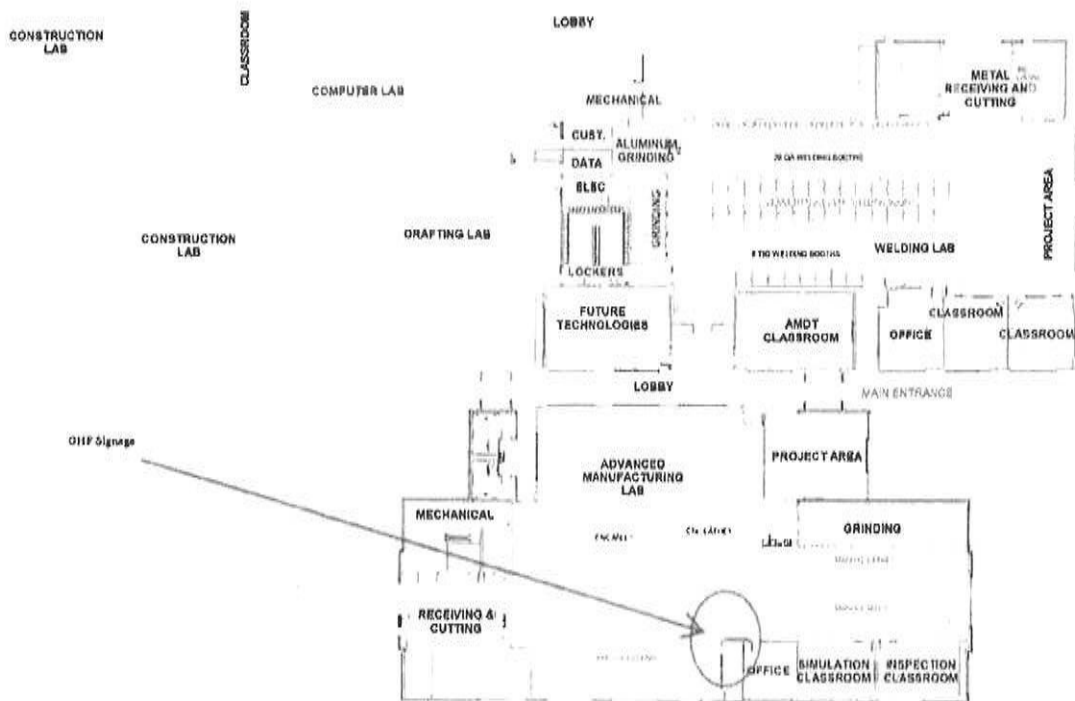
← Haas Center

15,250 SF Remodel  
17,115 SF Addition



# PRELIMINARY RENDERING/LOCATION OF SIGNAGE PLACEMENT THE GENE HAAS CENTER FOR ADVANCED MANUFACTURING DESIGN & TECHNOLOGY





WILKINS

Date: March 15, 2018  
Project Number: 1745

Central Community College - Hastings  
AMDT ADDITION & WELDING RENOVATION

