

Coulee Area Parks and Recreation District FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between, The Coulee Area Parks and Recreation District (hereinafter "Lessor"), and _____ (hereinafter "Lessee") regarding the Facility described as North Dam Park. The phrase "Facility" as used hereinafter shall include the entire space above described unless otherwise specifically provided.

- 1. Purpose.** The Facility shall be used by Lessee to conduct
- 2. Term of Agreement.** The Agreement term shall commence on _____ at 3:00 p.m. and shall terminate on _____ at 6 p.m. unless sooner terminated or renewed in the manner hereinafter provided.
- 3. Rent.** As rent/ electric connection fee, Lessee shall pay Two Hundred Fifty and no/100 dollars **(\$250.00)** per term above described. Lessee shall also pay a refundable deposit of Two hundred Fifty and No/100 dollars **(\$250.00)**. Both are payable on or before the second week prior to the event.
- 4. Return of the Property.** At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this Agreement excepted.
- 5. Insurance.** Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000.00, per occurrence, \$2,000,000.00 general aggregate. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.
- 6. Self-Insurance.** If Lessee is self-insured through the Office of State Risk Management, a certified statement setting out (1) program approval of the state risk manager, and (2) coverage(s) (including additional named insured) enumerated in Paragraph Five (5) of this Agreement shall be appended to this Agreement.
- 7. Agreement to Indemnify.** Lessee shall indemnify the Lessor from and against any and all claims, demands, causes of action, suits or judgements including but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and occupancy of the Facility by Lessee, its agents, servants, employees or invitees. Specifically, this contract of indemnity should be construed to mean the Lessee will indemnify the Lessor against losses resulting from the negligence of the Lessee. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.
- 8. Assignment.** Lessee shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Lessor.
- 9. Notice.** Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

**To Lessor: Coulee Area Parks and Recreation District
PO BOX 411
Grand Coulee WA 99133**

To Lessee:

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may by notice change its address for notice.

- 10. Legal Relationship.** The parties to this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
- 11. Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
- 12. Entire Agreement.** This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.
- 13. Special Event Functions.** The lessee will be responsible to insure that operation of such functions as a beer garden, will comply with the overall use of the Park as a family friendly facility. Drunk and disorderly conduct will not be tolerated within the Park. The lessor reserves the right to rescind permission for such an operation and order the function shut down immediately in that eventuality. Approval of such special events will be made by the lessor on a case-by-case basis. Requests for permission to include such events must be submitted to the lessor no less than 60 days prior to the event to allow adequate time for consideration by the CAPRD Board of Commissioners. Concurrence of the Grand Coulee City Council will be required before final approval is given by the lessor.
- 14. Application Date.** Dated this ____ day of _____, 20__ .
- 15. Application:** ___ **Accepted** ___ **Denied**

Phillip J. Hansen, Commissioner, Coulee Area Parks and Recreation District
LESSOR

(Name and Title)
LESSEE