

MTA INTER-LOCAL FACILITY USE AGREEMENT (GYM)



INTER-LOCAL FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made this 29th day of May, 2016, by and between Mason Transit Authority (“MTA”) and Olympic College of Shelton (“OCS”), on the following terms and conditions:

PREMISES

This Agreement concerns that certain real property consisting of approximately 5238 square feet of open gym space for community programs located at 601 W. Franklin Street in Shelton, Mason County, Washington.

USE OF PREMISES

Olympic College may use the Premises for scheduled community programs.

Olympic College and MTA must mutually agree to allow Olympic College use of the Premises for community recreation events.

TERM

Olympic College shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning May 1, 2016, and shall retain that right until such time either party discontinues the agreement; provided that Olympic College’s commencement of use is subject to the MTA’s receipt of the required certificate of insurance in a form acceptable to MTA.

USE FEES

Olympic College shall pay to the MTA an hourly rate of \$10.00 per hour of use of the Premises. Use fees shall be paid upon invoice form MTA.

INSURANCE

School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against school and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92.RCW.

INDEMNIFICATION:

Olympic College shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from Olympic College’s use of the MTA Premises, except for claims arising from the negligence or wrongful conduct of MTA employees, contractors, or agents, or from a condition of the Premises that is not under OCC control.

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MTA shall defend, indemnify, and hold Olympic College harmless from all claims for injury or damage arising from the negligence or wrongful conduct of MTA or its agents, contractors, or employees, or from a condition of the Premises that is not under OCC control.

The provisions of this section shall survive the expiration or termination of this Agreement.

The foregoing provisions specifically and expressly intend to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

MAINTENANCE AND REPAIR:

MTA shall, at its sole expense, maintain the entire Premises including without limitation the roof surface and normal repairs and maintenance to all heating, ventilation, and air conditioning (HVAC) equipment at the Premises, in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises in safe operating condition, including all utilities and other systems serving the Premises, the roof structure, subfloor, foundation, exterior walls, and capital repairs and replacements to the HVAC system, which MTA shall maintain in good condition and repair at MTA's expense.

Olympic College shall promptly repair any damage or injury done thereto caused by OC during operation of its recreation programs.

Shelton campus contacts:

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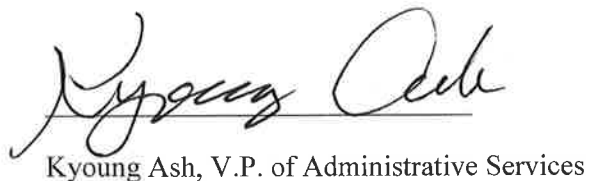
MASON TRANSIT AUTHORITY

OLYMPIC COLLEGE

Signature

Signature


Danette Brannin ~~Acting~~ General Manager


Kyoung Ash, V.P. of Administrative Services

Date: 7/11/16

Date: 6/20/2016