



**AGREEMENT RELATING TO THE EXCHANGE  
OF VEHICLE FOR TRANSIT RELATED SERVICES**

THIS AGREEMENT between the Mason County Public Transportation Benefit Area, (hereinafter called “Mason Transit”), and Organization, (hereinafter referred to as the “Vehicle Recipient”) is as follows:

In consideration of the mutual promises of the parties, it is hereby agreed as follows:

1. Mason Transit shall provide to the Vehicle Recipient the following described vehicle:

Make:	
Year:	
Model:	
VIN:	

2. The Vehicle Recipient shall provide the following services in consideration for the aforementioned vehicle: To provide enhanced transportation services for residents who live within Mason Transit’s PTBA as described in Section 2, Description of Proposed Vehicle Use, in the application. Use of the vehicle for other purposes is prohibited. If the Vehicle Recipient does not use the vehicle for the above transportation service for a period of one (1) quarter, the Vehicle Recipient shall forfeit the vehicle within thirty (30) days and the vehicle shall be returned to Mason Transit. Mason Transit may use any remedy provided by law for breach of this agreement.
3. Mason Transit is giving the Vehicle Recipient the aforementioned vehicle AS IS, WHERE IS, and WITH ALL FAULTS and WITHOUT RECOURSE regarding the condition of the aforementioned vehicle. Mason Transit makes NO EXPRESSED or IMPLIED WARRANTIES of MERCHANTABILITY; NO EXPRESS or IMPLIED WARRANTIES of FITNESS; and NO EXPRESS or IMPLIED WARRANTIES or GUARANTEES of any kind regarding the aforementioned vehicle.
4. The parties to this Agreement agree that Mason Transit shall have no liabilities of any sort arising from or related to the vehicle or vehicles covered by this Agreement. The Vehicle Recipient(s) and any successor shall defend, indemnify and hold harmless Mason Transit, its officers, agents and employees from any claims or suits at law or equity, costs and/or demands of any sort, including reasonable attorneys’ fees, arising out of or related to this Agreement, the vehicle or vehicles covered by this Agreement, or any use by any person of such vehicles.



5. A Vehicle Recipient may not within twenty-four (24) months after receipt of a vehicle under this program sell, donate or transfer ownership of any vehicle covered by this Agreement without giving Mason Transit thirty (30) days written notice. Mason Transit shall have the right during said period to require the Vehicle Recipient to return possession and ownership of the vehicle to Mason Transit at no cost to Mason Transit. If Mason Transit does not exercise the option to retake ownership of the vehicle, and the Vehicle Recipient sells, donates or transfers any vehicle or vehicles covered by this Agreement, the Vehicle Recipient shall require the transferee to execute a binding agreement to defend, indemnify and hold Mason Transit and its officers, agents and employees harmless as set out in the above provision.
6. The Vehicle Recipient shall be responsible for all licensing, permits and insurance of the aforementioned vehicle. Proof of insurance shall be provided to Mason Transit as a condition of delivery of the aforementioned vehicle. Vehicle Recipient shall promptly carry out all steps necessary to transfer vehicle title to it from Mason Transit.
7. The Vehicle Recipient shall provide to Mason Transit a report, quarterly for one year, containing vehicle odometer readings, number of passengers carried, and description of use of vehicle. Reports will be due April 30, July 30, 2011, October 30, 2011 and January 31, 2012. Information shall be submitted to Trina Gwerder, Vanpool Coordinator, PO Box 1880, Shelton, WA 98584, or faxed to 360.426.0899.
8. The Vehicle Recipient will assure they provide transportation services only to their clients, members, guests or other similar users, not the general public, with vehicles supplied by this program. Grantee will not use the vehicle for assisting a campaign for election or for the promotion of or opposition to any ballot proposition.
9. The Vehicle Recipient will ensure that the trips originate within Mason Transit's PTBA and remain within a 150-mile radius of the PTBA.



MASON COUNTY PUBLIC TRANSPORTATION BENEFIT AREA

By: Brad Patterson

\_\_\_\_\_  
(signature and date)  
Title: General Manager

ATTEST:

\_\_\_\_\_  
Witness signature and date

ORGANIZATION

By:

\_\_\_\_\_  
(signature and date)  
Title:

ATTEST:

\_\_\_\_\_  
Witness signature and date