



## **INTER-LOCAL FACILITY USE AGREEMENT**

THIS FACILITY USE AGREEMENT is made this 13th day of January, 2015, by and between Mason Transit Authority ("MTA") and the City of Shelton ("City"), 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 recreation programs and storage area for program equipment located at 601 W. Franklin Street in Shelton, Mason County, Washington.

### **USE OF PREMISES**

The City may use the Premises for regularly-scheduled community recreational programs and to store equipment associated with those programs.

The City shall provide MTA with a copy of each recreation program schedule as soon as the schedule becomes available.

During its regularly-scheduled program times, the City shall be given priority for use of the Premises. The MTA shall not schedule other programs or events that conflict with City-sponsored community recreation programs without giving the City 30 days advance notice.

The City and MTA may mutually agree to allow the City use of the Premises for community recreation events not appearing on the regular schedule.

### **TERM**

The City shall be allowed to use the Premises consistent with the terms and conditions of this Agreement beginning February 1, 2015, and shall retain that right until such time either party discontinues the agreement; provided that the City'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**

The City shall pay to the MTA an hourly rate of \$10.00 per hour of use of the Premises. Use fees shall be paid in monthly installments within 30 days of the use.

**INSURANCE**

Bodily Injury/Death: Combined Single Limit \$1,000,000 each occurrence.

Property Damage per Occurrence: \$500,000.

The City shall submit certificates evidencing compliance and at MTA's request shall provide MTA with the actual policies or copies thereof. The City shall furnish MTA with evidence of renewal of such policies not less than thirty (30) days prior to their expiration.

**INDEMNIFICATION:**

The City shall defend, indemnify, and hold harmless the MTA from all claims for injury or damage, including attorney fees, arising from the City'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 City control.

MTA shall defend, indemnify, and hold the City 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 City 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.

The City shall promptly repair any damage or injury done thereto caused by City during operation of its recreation programs.

MASON TRANSIT AUTHORITY

CITY OF SHELTON

  
Date: 1/23/15

  
Date: 1/13/15