MASON+TRANSIT+AUTHORITY-OLYMPIC+COLLEGE
FACILITY+USE+AGREEMENT+(KITCHEN)

THIS+FACILITY+USE+AGREEMENT+is+made+this+August+08,+2019,+by+and+between+Mason
Transit+Authority+("MTA")+and+the+Olympic+College+(Shelton+campus)+on+the+following+terms
and+conditions:

PREMISES
This+Agreement+concerns+that+certain+real+property+consisting+of+a+half+of+a+commercial+teaching
kitchen+and+a+dining+room+class+space+totaling+approximately+1011+square+feet+for+community
culinary+arts+classes.+This+property+is+shown+as+Exhibit+"A"+located+at+601+W.+Franklin+Street+in
Shelton,+Mason+County,+Washington.

USE+OF+PREMISES
The+Olympic+College+may+use+the+premises+for+community+culinary+arts+classes+that+are
scheduled+at+least+two+(2)+weeks+in+advance.+Olympic+College+will+be+fully+liable+for+instructors
and+students+using+the+premises.

Classes+may+occur+Monday-Friday+from+7:30+am+until+8:00+pm+and+scheduled+Saturday+classes
from+9:00+am+until+5:00+pm.+@$15.00+per+hour+rate.,+MTA+shall+not+schedule+other+programs+or
events+that+conflict+with+scheduled+Olympic+College-sponsored+community+culinary+arts+classes.
The+Olympic+College+and+MTA+may+mutually+agree+to+allow+the+Olympic+College+use+of+the
Premises+for+events+not+appearing+on+the+regular+schedule+if+the+space+is+otherwise+available+for
an+additional+fee.

Incidental+uses+of+property+that+continues+to+be+needed+and+used+for+the+operation+of+Mason
Transit's+projects+or+community+programs+must+not+interfere+or+hamper+the+operation+and+use+of
such+property+for+transit+purposes.

The+use+must+not+compromise+the+safe+conduct+of+the+intended+transit+purpose+and+activity+of+the
initial+public+transit+project+activity.+The+use+must+not+in+any+way+interfere+with+MTA's
continuing+control+over+the+use+of+the+property+or+adjacent+property+or+MTA's+continued+ability
to+carry+out+the+project+or+program+of+transit.
TERM
The Olympic College shall be allowed to use the Premises consistent with the terms and conditions of this agreement beginning August 8, 2019, and run thru August 7, 2020. The use agreement will be reviewed at the end of each year.

USE FEES
The Olympic College shall pay to MTA a reduced vendor rate of $15.00 per hour for scheduled evenings/Saturday uses of half of the commercial kitchen and dining room. Use fees shall be paid on a per event basis within 30 days of invoice received from MTA. At the end of the first year this rate will be reviewed and possibly adjusted and re-negotiated in order to be in compliance with the local market conditions.

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

MTA shall defend, indemnify, and hold the 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 Olympic College control.

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 T-CC facility including without limitation the roof surface and normal repairs and maintenance to all heating, ventilation, and air conditioning (HVAC), appliances and other 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.

The Olympic College shall promptly, clean and sanitize all surfaces used and all areas used by The Olympic College programs, staff and students. Olympic College will repair any damage to those areas and equipment used by Olympic College thereto caused by Olympic College during the life of this agreement.
Shelton campus contacts:
Allison Smith
Administrative Services Manager
Olympic College – Shelton Campus
937 W. Alpine Way  Shelton, WA 98584
360.432.5400  asmith@olympic.edu

MASON TRANSIT AUTHORITY
Danette Braman, General Manager
Signature
Date: 8/15/19

OLYMPIC COLLEGE
Allison Smith, Administrative Services
Signature
Date: 8/14/19