

**LICENSE  
AND  
USE AGREEMENT**

This License and Use Agreement ("Agreement") is made this date by and between the Chelan-Douglas Public Transportation Benefit Area, a Washington municipal corporation (a/k/a "LINK TRANSIT"), and Manson Park and Recreation District ("Licensor"). Link Transit and Licensor are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, LINK TRANSIT provides transportation services to the public and is committed to providing transit amenities throughout the Chelan-Douglas Public Transportation Benefit Area; and

WHEREAS, Link Transit employees are in need of restroom facilities throughout Link Transit's service area; and

WHEREAS, Manson Park and Recreation District has restroom facilities located at Manson District Office, Manson, WA; and

WHEREAS, the Manson Park and Recreation District agree to let Link Transit employees use these facilities while servicing the Manson area for a nominal fee annually. The terms of this agreement are set out below.

**TERMS**

1 Licensor hereby grants to LINK TRANSIT the right of use of ("License") the restroom facilities located in Manson District Office, Manson, WA, during the business hours of Link Transit.

2 LINK TRANSIT employees will have the combination to the door lock key pad available to access the Restroom.

3 LINK TRANSIT agrees to keep the Restroom in a reasonably clean condition.

4 LINK TRANSIT shall pay Manson District Office an annual fee of \$400 per year for upkeep and maintenance of the Restroom.

5 This Agreement is effective upon signing and shall continue for an indefinite term; provided, however, either Party may terminate this Agreement at any time by providing ninety (90) days' written notice of termination to the other party.

6 LINK TRANSIT shall indemnify and hold Licensor harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from LINK TRANSIT's negligence or other wrongful conduct. Licensor understands and agrees that LINK TRANSIT is

not an insurer and does not assume responsibility or duties of indemnity for damages or injuries not caused by the negligent or other wrongful conduct of LINK Transit. Licensor shall indemnify and hold LINK TRANSIT harmless from and against claims, demands, causes of action, suits or judgments (including fees, costs and expenses) for deaths or injuries to persons or for loss or damage to property resulting from Licensor's negligence or other wrongful conduct. LINK TRANSIT understands and agrees that Licensor is not an insurer and does not assume responsibility or duties of indemnity for damages or injuries not caused by the negligent or other wrongful conduct of Licensor.

7 In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.


8 This Agreement shall be governed by the laws of the state of Washington and venue for any action arising from this Agreement shall be in Chelan County, Washington.

9 All the covenants, agreement terms, and conditions contained in this Agreement shall apply to and be binding upon the Parties and their respective successors and assigns.

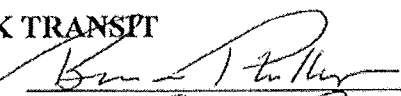
10 Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and if there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement effected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

DATED the 25<sup>th</sup> day of April, 2016.

Licensor

By:   
Printed Name: Wai Tim Petersen  
Its: Director

LINK TRANSIT

By:   
Printed Name: Bruce Phillips  
Its: Planning Director