

**FACILITY LEASE AGREEMENT
CITY OF STANWOOD and
SKAGIT VALLEY YOUTH SOCCER ASSOCIATION**

The parties hereto are the CITY OF STANWOOD, a municipal corporation of the State of Washington, ("City") and the Skagit Valley Youth Soccer Association, a non-profit Washington corporation, ("SVYSA").

RECITALS

WHEREAS, The City of Stanwood is the legal owner of record of Heritage Park (Snohomish County, Washington, Parcel 32032400413200), legally described on **Exhibit 1** attached hereto, generally located at 9600 276th Street NW, Stanwood, WA 98292, hereinafter referred to as "Premises"; and

WHEREAS, The City's park department's shop, hereinafter referred to as "Shop", which houses tools and equipment, which includes but is not limited to riding lawn mowers, a backhoe, a bucket truck and a vactor truck is located at Heritage Park; and

WHEREAS, The SW corner of the Shop has been walled off to create a 14' X 14' sport equipment storage room, depicted on **Exhibit 2** attached hereto, hereinafter referred to as "Storage Room", which can be accessed only from the outside; and

WHEREAS, SVYSA wishes to memorialize through this Agreement use of the Storage Room for the sole purpose of storing of SVYSA soccer equipment; and

WHEREAS, SVYSA has further expressed an interest in constructing improvements to the Storage Room; and

WHEREAS, The City wishes to ensure City property housed in the Shop is secure through this Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual covenants hereinafter contained, the parties agree as follows:

COVENANTS

1. AGREEMENT AND DESCRIPTION. Upon the terms and conditions hereinafter set forth, the City does hereby provide to the SVYSA the exclusive use of the Storage Room depicted on **Exhibit 2** located in the Shop situated on the property described in **Exhibit 1**.

2. BUSINESS PURPOSE.

- a) The Premises is to be used primarily for the purpose of storing sports equipment. No flammable or explosive materials, hazardous substances or any material or thing which could constitute a danger to the Shop or a hazard to the public shall be stored in the Storage Room at any time.

- b) This lease agreement prohibits SVYSA, its employees, volunteers, guests, invitees and anyone in its control, from engaging in activities which would interfere with the rights of, or quiet enjoyment of the premises by others permitted by the City to use the premises.

3. TERM. The term of this agreement shall be effective from July 1, 2016 until December 31, 2016. The agreement may be automatically renewed by the parties for two (2) additional six (6) month terms July 1st until December 31st unless terminated in accordance with section 3 (a).

- a) Termination. Either party may terminate this agreement with sixty (60) days written notice to the other party in accordance with section 17.

4. RENTAL FEE. SVYSA will pay the City a rental fee of one hundred dollars (\$100) per month and any leasehold excise tax required by law. Rates may be adjusted annually on January 1st by the consumer price index (Seattle, Tacoma, Bremerton / June to June).

5. UTILITIES. The City shall pay for utilities, such as power, heat, gas, and garbage.

6. ACCESS.

- a) SVYSA shall only be allowed on the premises during park hours which are posted at the entrance of the park.
- b) SVYSA will provide the City with a key or key code to the Storage Room and allow the City or the City's agents free access at all reasonable times.
- c) SVYSA, its employees, volunteers, guests, invitees and anyone in its control shall park in designated parking area only.

7. CARE OF PREMISES.

- a. The SVYSA shall at all times keep the Storage Room neat, clean and in a sanitary condition and shall at all times preserve said Storage Room in good repair except for reasonable wear and tear and damage by fire or other unavoidable casualty.
- b. All maintenance and operating costs shall be borne by the City. This includes but is not limited to, all HVAC systems and fixtures and the replacement or major repairs to these systems unless said replacement or repairs are necessitated by SVYSA neglect.
- c. The SVYSA will commit or permit no waste, damage or injury to the Storage Room.
- d. The SVYSA shall be responsible for replacement of keys or rekeying of the premises if keys are lost or stolen and city assets are deemed by the city to be at risk. If SVYSA uses a key code pad, SVYSA will change the code at the end of each season and provide the City with the new code.

8. MAINTENANCE OF GROUNDS. The City shall maintain the grounds and parking areas.

9. STORAGE OF MATERIALS, SUPPLIES, ETC. The SVYSA covenants not store or deposit materials, supplies or other objects on the premises without the permission of the City. Failure of SVYSA to fully carry out this agreement shall be a breach of covenant of this agreement.

10. HAZARDOUS WASTES. The SVYSA covenants not to bring dangerous wastes, hazardous wastes or extremely hazardous wastes as defined by RCW 70.105.010, et seq. to the premises or allow any of its employees, volunteers, guests or others under its control to do so, and shall at SVYSA's sole expense, undertake to comply with all rules, regulations and policies of the Washington State Department of Ecology and the United States Environmental Protection Agency. SVYSA shall promptly notify the City and North County Fire of the existence of dangerous wastes, hazardous wastes or extremely hazardous wastes as required by state and federal regulations. SVYSA shall comply with any provisions of the local Hazardous Waste Plan as now in existence or hereinafter enacted. SVYSA shall comply with any requirements for hazardous waste disposal as may be imposed by RCW 70.105D.030 and the State Department of Ecology.

11. VACATING THE PREMISES. SVYSA agrees that at the expiration or sooner termination of this agreement, the SVYSA will quit and surrender said premises without notice and in a neat and clean condition and will deliver to the City all keys to all buildings on the premises.

12 INDEMNITY. All personal property on said premises shall be at the risk of SVYSA. The City shall not be liable for any damage, either to person or property, sustained by SVYSA or others, caused by any defects now in said premises or hereafter occurring therein, or due to the condition of any buildings hereafter erected, or due to any part or appurtenance thereof becoming out of repair, or caused by fire or by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of SVYSA or other occupants of said buildings or any other persons, or due to the happening of any accident from any cause in or about said buildings. SVYSA covenants to protect, save and indemnify City, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of SVYSA employees or third parties on account of personal injuries, death or damage to property arising out of the premises occupied by SVYSA or in any way resulting from the willful or negligent acts or omissions of the SVYSA and/or its agents, employees or representatives.

City covenants to protect, save and indemnify SVYSA its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of the City's obligations under this agreement or in any way resulting from the willful or negligent acts or omissions of the City and/or its agents, employees or representatives.

13. LIABILITY INSURANCE. SVYSA shall at all times carry and maintain liability insurance in a company or companies rated in the current edition of Best's General Ratings as a least A (Excellent) and Financial Size Category of not less than Class X or in such other

company or companies not so rated which may be acceptable to the City, insuring SVYSA against all claims for damages for personal injury, including death and against all claims for damage and destruction of property, which may arise by the acts or negligence of the SVYSA, its agents, employees or servants or by any means of transportation whatsoever including owned, non-owned and hired automobiles, to the extent of at least Two Million Dollars (\$2,000,000.00) combined single limit. City shall be named in all such policies as an additional insured and a duplicate true certified copy of the original of such insurance policy or policies shall be furnished to the City. Each such policy shall provide that the policy may not be cancelled without the company first giving the City at least thirty (30) days written notice.

14. **FIRE INSURANCE.** The City shall, at all times, carry at its own expense fire insurance, extended coverage and vandalism and malicious mischief fire insurance on the building. Contents owned by the SVYSA in the building shall be covered under the Skagit Valley Youth Soccer Association insurance.

15. **ASSIGNMENT AND SUBLETTING.** SVYSA shall not sublet or assign any portion of the Storage Room covered by this Agreement without the express written consent of City.

16. **SVYSA EMPLOYEES AND VOLUNTEERS.** This Lease is not intended in any fashion to create the relationship of employer-employee with respect to the City and SVYSA or its employees or volunteers. Neither SVYSA nor any person employed by or any volunteer of SVYSA is to be considered at any time an employee of the City. Neither party to this Lease is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as herein specifically provided. Lessee agrees to pay any and all withholding taxes, Employment Security taxes, Social Security or FICA taxes, Labor & Industry premiums or fees, and otherwise shall pay all other government-imposed fees or charges with respect to SVYSA and its employees and volunteers. SVYSA shall be solely responsible for all of its employee benefits including, but not limited to vacation, sick leave, pension, life insurance, medical insurance, paid leave, and such other benefits as SVYSA may wish to provide.

17. **NOTICE.** All notices and consents hereunder shall be given in writing, delivered in person or mailed by certified mail, postage prepaid, to the receiving party at its address below, or to such other address as the receiving party may notify the sender beforehand referring to this agreement:

City of Stanwood
Kevin Hushagen
Public Works Director
10220 207th Street NW
Stanwood, WA 98292
(360) 629-9782 | fax (360) 629-0867

Skagit Valley Youth Soccer Association
Lynn Belles, Vice-President
PO Box 614
Mount Vernon, WA 98273
(800) 672-3289

18. **GOVERNMENTAL FEES.** Except for those which may be approved by Resolution of the City Council of the City of Stanwood, all fees due under applicable law to the City,

County or State on account of any inspection made on premises by any officer thereof shall be paid by SVYSA.

19. **SIGNS.** There shall be no signs or symbols allowed on the door or upon the exterior part of the Shop.

20. **ALTERATIONS.** The SVYSA shall not make any material alterations, additions or improvements to the Storage Room without written consent of the City and all alterations, additions and improvements which shall be made, shall be at the sole cost and expense of the SVYSA and shall become the property of the City except those not attached to the building and shall remain in and be surrendered with the premises as part thereof at the termination of this agreement, without disturbance, molestation or injury. The term "material alterations additions or improvements" shall include but not be limited to any structural modification of the building or its components. If the SVYSA shall perform work with the consent of the City, as aforesaid, SVYSA agrees to comply with all laws ordinances, rules and regulations of the pertinent and authorized public authorities. The SVYSA further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Heating systems, plumbing systems (including hot water tanks) and all lighting and electrical systems and parts thereof shall be considered fixtures and become part of the real estate upon being installed in any building.

21. **DEFAULT AND RE-ENTRY.** If the SVYSA shall violate or default in any of the covenants and agreements therein contained, then the City may cancel this agreement upon giving the written notice required by law. Notwithstanding anything contained herein to the contrary, City shall provide SVYSA with written notice of default and shall allow the SVYSA a ten (10) day period to cure (or, in case of impracticability, commence to cure) such default.

22. **COSTS AND ATTORNEY'S FEES.** If by reason of any default on the part of either party, litigation is commenced to enforce any provision of this agreement or to recover for breach of any provision of this agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in such amount as is fixed by the court and all costs and expenses incurred by the reason of the breach or default by the other under this agreement.

23. **NON-WAIVER OF BREACH.** The failure of either party to insist upon strict performance of any of the covenants and agreements of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such strict performance or of the exercise of such option or any other covenants or agreements but the same shall be and remain in full force and effect.

24. **REMOVAL OF PROPERTY.** In the event of default and failure to cure or taking possession of the premises as aforesaid, the City shall have the right but not the obligation to remove from the premises all personal property located therein or thereon and may store the same in any place selected by City, including but not limited to a public warehouse at the expense and risk of the owners thereof with the right to sell such stored property with notice to the SVYSA after it has been stored for a period of at least sixty (60) days, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which

may then be due from SVYSA to City under any of the terms hereof and the balance, if any, to be paid to SVYSA.

25. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of any of all of the parties hereto.

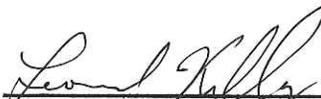
26. HOLD OVER. If the SVYSA shall, with the written consent of City, hold over after the expiration of the term of this agreement, such tenancy shall be determined as provided by the laws of the State of Washington. During such tenancy SVYSA agrees to pay City the same rate of rental as set forth herein, unless a different rate is agreed upon and to be bound by all of the terms, covenants and conditions as herein specified, so far as applicable.

27. VENUE. The venue of any suit which may be brought by either party under the terms of this agreement or growing out of the tenancy under this agreement shall at the option of the City be in court or courts in Snohomish County, Washington.

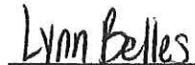
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 11th day of July, 2016.

CITY OF STANWOOD

**SKAGIT VALLEY YOUTH
SOCCER ASSOCIATION**



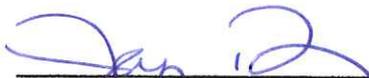
Leonard Kelley, Mayor



Vice President (print name)

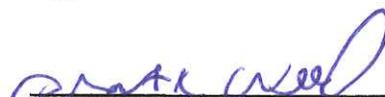

Vice President (signature)

Attest:



Jan Berg, Interim City Clerk

Approved as to form:



Grant Weed, City Attorney

Exhibit 1

**Address:
Heritage Park
9600 - 276th Street NW
Stanwood, WA 98292**

PROPERTY DESCRIPTION	SEC 24 TWP 32 RGE 03TH PTNSE1/4 DAF – COR SD SEC TH S01*06 17E ALG ELN SD SEC DIST 1086.36FT TH N87*06 17W DIST 1452FT TH S75*23 43W DIST 339.06FT TO INT SLY PROLNG OF E LNAS STAKED OF TH 1.02 AC PAR SHOWN ON SURVY REC VOL 27 OF SURVYS PG 63 TH N01*42 19W ALG SLY PROLNG SD E LN DIST 41.58FT TH S76*55 10W DIST 164.18FT TO INT OF SLY PROLNG OF E LN PAR SHOWN ON SURVY REC VOL 7 OF SURVY PG 2 TH N01*45 46W ALG SLY PROLNG SD E LN DIST 40.79FT TO SE COR SD PAR TH N76*55 10E DIST 177.12FT TH N001*42 19W DIST 226.31FT TH S89*34 55W DIST 173.95FT TO E LN TH PAR SHOWN ON REC SURVY VOL 7 OF SURVY PG 2 TH N01*45 46W ALG SD E LN & ITS NLY PROLNG DIST 771.54FT TO E-WCTR SD SEC LN TH N89*30 10E ALG SD CTR SEC LN DIST 1951.68FT TO POB PER CITY STAN BLA REC AF 9307080357 & BLA 9307080359
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City of Stanwood

Public Works

10220 270th Street NW

Stanwood, Washington 98292

(360) 629-9781 Fax: (360) 629-0867

EXHIBIT 2

