



MASONTRANSIT 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

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MASON TRANSIT AUTHORITY

Danette Brannin, General Manager

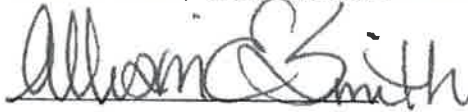


Signature

Date: 8/15/19

OLYMPIC COLLEGE

Allison Smith, Administrative Services



Signature

Date: 8/14/19