

FINLEY SCHOOL DISTRICT #53 FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter "Agreement"), is entered into by and between, THE FINLEY SCHOOL DISTRICT (hereinafter "Lessor"), and _____, (hereinafter "Lessee") regarding the Facility described as _____.
The phrase "Facility" as used hereinafter shall include the building space above-described unless otherwise specifically provided.

1. **Purpose.** The Facility shall be used by Lessee for:

_____ including activities normally ancillary thereto.

2. **Term of Agreement.** The Agreement term shall commence on _____ at _____ (a.m/p.m.), and shall terminate on _____ at _____ (a.m/p.m.), unless sooner terminated or renewed in the manner hereinafter provided.

3. **Rent.** As rent, Lessee shall pay _____, per term above described, payable on or before _____.

4. **Return of the Property.** At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good a condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear due to reasonable use and occupancy in conformance with the provisions of this Agreement excepted.

5. **Insurance.** Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be canceled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within ten (10) days of the execution of this Agreement.

6. **Self-Insurance.** If Lessee is self-insured through the Office of State Risk Management, a certified statement setting out (1) program approval of the state risk manager, and (2) coverage(s) (including additional named insured) enumerated in Paragraph Five (5) of this Agreement shall be appended to this Agreement.

7. **Mutual Indemnification.** “The Parties agree to hold harmless, indemnify and defend each other and the officers, agents and employees of the other Party from and against any and all claims, losses or liability for injuries, sickness or death of persons, including employees of the other Party, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of either Party, its agents, officers, contractors, employees, or consultants incurred in connection with the services of the Agreement, provided, however, that each Party’s obligations to indemnify, defend and hold harmless shall not be extended to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of the other party, its agents, officers, or employees; and each Party’s obligation to indemnify, defend, and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Parties, shall be apply only to the extent of the negligence or willful misconduct of the Party.”
Waiver of Subrogation. Lessor and Lessee each hereby waives any and all rights of recovery against the other, its officers, members, agents and employees, occurring on or arising out of the use and occupation of the Premises or the Building to the extent such loss or damage is covered by proceeds received from insurance required under this Lease to be carried by the other party. This waiver of subrogation provision shall be limited to (i) loss or damage to the property of Lessor and Lessee, and (ii) the officers and employees of Lessor and Lessee. Lessor and Lessee shall each indemnify the other against any loss or expense, including reasonable attorneys’ fees, resulting from the failure to obtain such waiver. This mutual waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation to an insurance company, Landlord and Tenant agree immediately to give to each insurance company providing a policy described in Section 5 of this Lease, written notice of the terms of said mutual waivers and to have said insurance policies properly endorsed, if necessary to prevent the invalidation of said insurance coverage’s by reason of said waivers.

8. **Assignment.** Lessee shall not assign, convey or transfer this Agreement or any interest herein, without the prior written consent of Lessor.

9. **Notice.** Any notice, declaration, demand or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified U.S. mail, return receipt requested, postage fully prepaid, addressed as follows:

To Lessor:

The Finley School District
224606 E Game Farm Rd
Kennewick WA 99337

To Lessee:

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may by notice change its address for notice.

10. **Legal Relationship.** The parties to this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
11. **Applicable Law/Construction/Venue.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
12. **Entire Agreement.** This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

13. **Application Date.** _____.

14. **Application:** **Accepted** **Denied**

(NAME AND TITLE)
LESSEE

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he/she signed and sealed the same as his/her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires: _____.

(NAME AND TITLE)
LESSOR FINLEY SCHOOL DISTRICT REPRESENTATIVE

Rental Information

(Completed by Lessee)

Person Responsible for Facility Use _____

Mailing Address _____

Contact Phone Number _____ FAX Number _____

Email _____

School or Building to be used _____

Facility Needed: ___ Kitchen ___ Gymnasium ___ Library ___ Classroom
___ Field ___ Commons ___ Cafeteria ___ Other _____

For a single activity on: Day of the week _____ Date _____

For a series of weekly activities: ___ Mon ___ Tues ___ Wed ___ Thu ___ Fri ___ Sat ___ Sun
Beginning Date _____ Ending Date _____

Monthly meetings (list dates or day of month) _____

Time duration: From _____ To _____ Time for Main Doors to be Open _____

Will admission fees be charged for this event? _____ If yes, please indicate fees _____

(Completed by Finley School District)

Certificate of Insurance received ___ yes, expiration date _____

Keys Needed ___ No ___ Yes, list keys _____

Group Type (circle one): Community and/or Non-profit **OR** Non-Community and/or Profit-Making

Fees: Date Paid _____ Check Number _____ Amount Paid _____

Damage Deposit: ___ No ___ Yes

Date keys checked out _____ Signature of Lessee Representative _____

Date keys Returned _____ Signature of District Representative _____