

STORAGE AND USE LICENSE AGREEMENT

PARTIES:

CITY OF STEVENSON as owner (**The City**) a Washington Municipal Corporation, and **LIVING FAITH CHURCH** (“**LICENSEE**”) a 501(c)(3) non-profit.

RECITALS:

LICENSEE wishes to lease the space temporarily for lessons and activities related to their summer Kids Camp. The space is a 375 sq ft area of the basement of Stevenson City Hall, located at 7121 E. Loop Rd. The City is willing to permit LICENSEE to utilize this space for the purpose of a Kids Camp under the terms and conditions set forth below.

AGREEMENT:

The City hereby grants LICENSEE a non-exclusive LICENSE for lessons and activities related to their summer Kids Camp. The LICENSEE provides services for the poor and infirm and as such this contribution is excluded from the Washington State Constitution’s prohibition in Article VIII, section 7 against gifts of public funds. For consideration for this LICENSE, there shall be no fee LICENSEE. Any cost the City may incur (including the City’s labor costs) clearing the space shall be paid by LICENSEE.

LICENSEE agrees that for any period the space is in LICENSEE’s possession, LICENSEE shall maintain the space in the condition LICENSEE received it. LICENSEE shall refrain from storing any hazardous materials.

LICENSEE shall, at its sole expense maintain at all times public liability and property damage insurance with limits of not less than \$2 million general aggregate, \$2 million products composition aggregate, and personal injury of \$1,000,000 per occurrence, which insurance shall protect the City, and to deposit evidence of same with the City. The evidence of insurance deposited with the City shall name the City as an additional insured.

LICENSEE shall indemnify and defend (with counsel acceptable to the City) the City, its employees, agents, representatives, and elected officials against any claims, actions, injuries or damages that LICENSEE or its agents, employees, permittees, invitees or trespassers may incur or bring due to LICENSEE’s use or possession of the space. LICENSEE releases the City from all liability for any activities, claims, injuries or harm caused by the LICENSEE’s presence on the City’s premises or the equipment and parts that are being stored in this space and for any individual accessing the space on behalf of the LICENSEE.

LICENSEE recognizes that this space is shared with the City and that City employees may access this space at any time.

In the event of a dispute over this agreement resulting in litigation, the prevailing party shall be entitled to its costs, attorney fees and expert witness fees at arbitration, trial and on appeal.

Dated this ____ day of _____, 2019.

LIVING FAITH CHURCH, a 501(c)(3) non-profit

a Washington Municipal Corporation

By:

By Scott Anderson, Mayor

CITY OF STEVENSON