

EXHIBIT A

LEASE FOR THE OPERATION AND USE OF THE TOPPENISH SWIMMING POOL AND FACILITIES

This LEASE is made and entered into between the City of Toppenish, a Washington municipal corporation, hereinafter called the Lessor, and _____ hereinafter called the Lessee.

Yakima Valley Farm Workers Clinic,, a Washington Non Profit Corporation

WHEREAS, because of significant economic challenges and budgetary constraints faced by the Lessor, it is not in the position to maintain and operate its municipal swimming pool and related facilities; and

WHEREAS, with an interest in seeing the continued availability of a public swimming pool in and for the Toppenish Community, the Lessee is willing to take on the operation and maintenance of the Lessor's swimming pool; and

WHEREAS, the Lessor and Lessee deem it to be in the best interests of each to enter into this Lease.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PREMISES

Description of Leased Premises: See attached Exhibit A.

Address of Leased Premises: 20 Asotin Ave, Toppenish, WA 98948

Legal description of Leased Premises: Generally; Toppenish Land Co's 1st Add to Toppenish, Lots 15 Thru 31 Blk 1, as depicted in attached Exhibit A.

2. USE

To provide the use of the pool, pool facility and concession areas as provided herein.

3. TERM OF LEASE

The term of this Lease shall begin on the 1st day of June, 2025, and end on the 30th day of September, 2025.

4. RENT

In consideration of the Lessee's efforts in maintaining and operating the Pool and Pool Facilities as described hereinbelow, the Lessee shall not be obligated to pay rent to the Lessor for the Premises.

5. MAINTENANCE AND OPERATION OF POOL AND POOL FACILITIES

A. The Lessee shall be responsible for operating the pool and pool facilities in full compliance with all applicable codes, rules and regulations, including but not limited to health and safety codes, rules and regulations, requirements for adequate staffing of lifeguards at all times the pool is in operation pursuant to Washington laws and regulations, and building and property maintenance codes, rules and regulations, including fencing requirements pursuant to WAC 246-260-031(4).

B. The Lessee shall be entitled to determine and schedule dates and times of pool and pool facility use, provided that the pool and pool facility use shall consist of not less than 75% public use and up to not more than 25% private use.

C. The Lessee shall keep the Lessor apprised of the schedules of such public and private use, and the Lessee shall keep the Lessor apprised of any significant, unusual or unexpected issue related to the Lessee's maintenance, operation and use the pool and pool facilities. The Lessee shall also provide the Lessor with any written reports and documents related to the Lessee's maintenance, operation and use the pool and pool facilities, and the Lessee shall promptly respond to any questions submitted to the Lessee by the Lessor regarding the Lessee's maintenance, operation and use the pool and pool facilities.

6. UTILITIES AND SUPPLIES

The Lessee shall be responsible for the costs of all utilities and supplies to operate and maintain this facility including but not limited to water to fill the pool, electricity and consumables including pool chemicals and restroom supplies.

7. DAMAGE - MAINTENANCE AND REPAIR

The Lessee shall be liable for and charged for any damage it, or its agents, employees, invitees, and guests cause to the Premises during the term of the Lease. Ordinary wear and tear is not considered damage. The Lessee is responsible for keeping the Premises in as clean or cleaner condition than existed prior to any use.

8. ASSIGNMENT/SUBLEASE

The Lessee shall not assign this Lease nor sublet the Premises and shall not permit the use of the Premises by anyone other than the Lessee, its agents, employees, invitees, and guests or for any use other the use provided in section 3, Use, without the prior written consent of the Lessor, which consent can be withheld for any reason in the Lessor's lawful discretion.

9. FIXTURES

During the term of this Lease, the Lessee is not permitted to attach fixtures or erect signs without

the prior written approval of the Lessor. Unless otherwise agreed in a written amendment, all fixtures shall be installed and removed upon Lease termination at the Lessee's sole cost and expense. The Lessee shall be liable for the reasonable costs of any such removal including the costs of repair or restoring the Premises from such removal.

10. RENEWAL

If Lessee desires to seek renewal of the Lease, it shall provide written notice to Lessor of its intention to seek renewal at least sixty (60) days prior to the expiration date of the Lease by registered or certified mail. The Lessor in its sole discretion will determine whether it desires to enter such a renewal with the Lessee and shall endeavor to notify the Lessee of its willingness to negotiate renewal within thirty days of its receipt of the notice. If Lessor is willing to negotiate a renewal, and if negotiations between the parties have not resulted in a new Lease agreement before the expiration of this Lease, no renewal shall occur, unless the Lessor extends this deadline in writing.

11. TERMINATION, SUSPENSION, AMENDMENT

A. It is mutually understood and agreed by and between the Lessor and the Lessee that this Lease may be terminated by the Lessee on or after the 1st month of its term, and any month thereafter, provided that written notice of such cancellation and termination shall have been given at least ninety (90) days prior to the effective date thereof, in which event rent shall be prorated to the date of termination.

B. This Lease may be amended only by a written mutual agreement of the parties, signed by both parties by persons with authority to sign. Such amendments shall not take effect until made in writing and signed by authorized representatives of the parties.

12. CONDITION AT END OF LEASE TERM

A. Upon cancellation or termination of this Lease, Lessee agrees to vacate the Premises immediately or by such date as Lessor otherwise provides in writing, and remove at its expense all property it owns, unless otherwise agreed in writing with the Lessor. The Lessee shall pay the costs of any such cleaning plus Lessor's administrative expenses to conduct the cleaning with thirty days of receiving an invoice. If a deposit or credit exists, the Lessor may deduct any outstanding charges from the deposit or credit.

B. Lessee shall be responsible for all reasonable costs, expenses, and attorneys' fees associated with such termination, including, but not limited to, those costs, expenses, and attorneys' fees that the Lessor incurs for repair of damage for which Lessee is liable, cleaning for which Lessee is liable, removal of property of the Lessee and any related repair or restoration of the Premises. The costs of cleaning include Lessor's administrative expenses to conduct the cleaning.

C. In the event Lessee does not remove trade fixtures, personal property and

equipment within thirty (30) days following lease expiration or termination, Lessor may at its election (i) require Lessee to remove such property at Lessee's sole expense, and Lessee shall be liable for any damage to the property caused by such removal and the costs of restoration to a condition at least as good as the property was prior to the placement of such property on the Premises, (ii) treat said items as abandoned, retaining said properties as part of the Premises; or (iii) have the items removed and stored at Lessee's expense. Lessee shall reimburse Lessor for any damage caused to the Property by the removal and restoration, whether removal or restoration is by Lessee or Lessor within 30 days receipt of notification by Lessor.

13. HOLDING OVER

If Lessee remains in possession of the Premises after the expiration or termination of the Lease term, or any extension thereof, the Lessor in its sole discretion may deem such holdover to be a month-to-month tenancy by providing written notice thereof to the Lessee. In such case, Lessee shall pay 150% of monthly rent provided for in this Lease or such other rent as the parties mutually agree to in writing and all provisions of this Lease shall apply to the month-to-month tenancy, except those pertaining to term and option to renew. Lessor may terminate the month-month tenancy upon thirty (30) days advance written notice.

14. DISASTER

In the event the Leased Premises are destroyed or damaged by fire, earthquake, or other casualty so as to render the Premises totally unfit for occupancy and use, the Lessor or the Lessee may terminate this Lease. In the event of such termination, Lessee shall be reimbursed for any unearned rent that has been paid, minus any charges that have not been paid.

15. DISPUTE RESOLUTION

In the event that a dispute arises between the parties and it cannot be resolved through discussion and direct negotiation, either party may request the matter be mediated. If mediation fails to produce an agreement or the parties agreed to forgo mediation, it shall be submitted to arbitration under RCW 7.04A. All costs of arbitration shall be equally shared, and each party shall bear its own attorney's fees, if any.

16. HOLD HARMLESS

To the fullest extent permitted by law, the Lessee, its successors or assigns expressly agrees to and shall indemnify, defend and hold harmless the Lessor and its agencies, officials, agents, and employees, from and against all claims, actions, costs, damages, or expenses of any nature arising out of or in connection with any acts or activities of Lessee, its employees, agents, guests, or invitees authorized by this Lease. Lessee's obligation to defend includes payment of any costs or attorneys' fees. Lessee's obligation shall not include such claims that may be caused by the sole negligence of the Lessor and/or its agents and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the Lessor, its agents or employees and (b) the Lessee, its agents, employees, invitees, or guests, this indemnity provision shall be valid and

enforceable only to the extent of the negligence of the Lessee, its agents, employees, invitees, or guests. The Lessee expressly agrees to waive his/her immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the Lessor and its agents or employees.

17. INSURANCE

A. The Lessee shall, at all times during the term of this Lease and at its sole cost and expense, buy and maintain insurance of the types and amounts listed below, and provide proof of insurance prior to the beginning of the Lease period. In the absence of such insurance, this Lease shall be deemed void. Further, Lessee shall promptly notify Lessor of any changes, modifications, or amendments to such policies. Failure to buy and maintain the required insurance may result in the termination of the Lease at the Lessor's discretion.

B. The Lessee shall maintain general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limits. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limits.

C. The Lessee shall also include the Lessor and its agencies, officials, agents, and employees as additional insureds in any and all such insurance policies.

18. HAZARDOUS SUBSTANCES

Lessee shall not keep on or about the Premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to the Lessor, and shall, to the extent permitted by law, indemnify, defend and save harmless the Lessor and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents, or invitees.

19. NON-DISCRIMINATION

The Lessor is committed to providing a fair and equitable environment for all individuals. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Leased Premises based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military status, or any other characteristic protected by applicable law. The Lessee will comply with the Americans with Disabilities Act of 1990 (42 U.S.A., 12101-12213 and the Washington State Law against discrimination, chapter 49.60 RCW, as well as the regulations adopted thereunder and attendant Americans with Disabilities Act Accessibility Guideline (ADAAG) published by the Architectural and Transportation Barriers Compliance

Board.

20. PREMISES CONDITION

Lessor and Lessee have conducted a walk-through inspection of the Premises. It is understood and agreed that the Lessee accepts the Premises in their present condition and accepts all risk of injury to persons or damage to property resulting from, or arising out of, the condition of the Premises. This acceptance includes knowledge that the Premises may not meet the requirements set forth in the Americans with Disabilities Act (ADA). Lessee agrees to hold Lessor harmless from any liability or claims due to the Lessee's failure to comply with ADA, if the Lessee has a duty to comply the ADA or an ADA requirement arises from the Lessee's use of the Premises.

Lessee accepts operational condition of Premises. Any improvements deemed necessary to operate the Premises shall be mutually agreed to at the time of discovery and a reasonable financial responsibility will be determined by the lessor. Repairs/improvements will be the responsibility of the Lessee with the financial responsibility of the Lessor to be provided in a reimbursement method. All work undertaken shall be subject to and follow state and local law and regulations.

21. ADDITIONAL LEASE PROVISIONS

A. Alcoholic beverages and the sale and consumption of alcoholic beverages are prohibited in or on property owned by the Lessor. No smoking shall be allowed on the Premises.

B. All signs installed on the exterior of the Premises and/or doors and windows of the Premises shall be subject to the prior written approval of the Lessor, which approval can be withheld for any reason in total and unrestricted discretion of the Lessor.

C. Lessee agrees that areas not specifically authorized for their use under the terms of this Lease are not authorized for the use or entry of Lessee, its employees, agents, guests, and invitees, and that entry into such unauthorized areas may be grounds for termination of this Lease.

D. Lessee agrees to not use this property for commercial and political activities. Lessor's buildings may not be used for political purposes nor will they be rented to a political organization or an affiliate thereof except the local government agencies for use as a polling place. Buildings will not be rented to profit-making organizations unless the profits are generated for some public or beneficial use. Profit-making organizations or civic groups may use Lessor's buildings when the primary purpose of the event is a fundraiser in the public interest. The facility will not be used for activities detrimental to the interest of the Lessor or contrary to law. This provision does not, however, preclude the renting and use of the pool and facilities by a profit-making organization for its employees and quests under the private use provisions hereof in Section 5B, above, where the organization, not its employees or guests, pays for the private rental costs.

E. Lessee acknowledges the Lessee shall be solely responsible for the personal security and protection of its employees, agents, customers, invitees, children, parents participating

in Lessee's activities, and spectators or visitors associated with Lessee's activities, including but not limited to personal injury, and property damage, including damage to personal property. Lessee shall be responsible for instituting adequate security measures to accomplish such security and protection. Lessee's obligations encompass the Leased area. Any security devices to be installed at the Premises require the prior written consent of Lessor and shall be in conformance with Lessor's criteria, if any. Lessee agrees to save Lessor, its agents and employees harmless from any and all liability due to any personal injury, or property damage or loss in any way related to Lessee's security measures.

22. NOTICES

Wherever in this Lease written notices are to be given or made, they will be sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR:

Toppenish City Hall

Attn: _____

21 W 1st Avenue

Toppenish, WA 98948

LESSEE:

Yakima Valley Farm Workers Clinic,, a Washington Non Profit Corporation

604 W. 1st Avenue

Toppenish, WA 98948

23. CAPTIONS

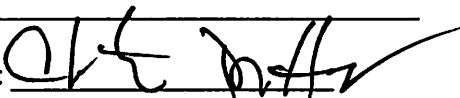
The captions and paragraph headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any paragraph.

24. GOVERNING LAW/VENUE

This Lease is to be governed by and construed in accordance with the laws of the State of Washington. Venue of any action between parties relating to this Lease will be in Yakima County, Washington.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

LESSEE

By: 

LESSOR

By: _____

(signature)

Print Name: Christy Trotter
Title: CEO
Date: 5/20/2025

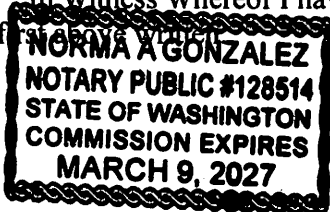
(signature)

Print Name: _____
Title: _____
Date: _____

State of Washington)
County of Yakima) ss.

On this 20th day of May, 2025
before me personally appeared Christy Trotter to me known to be the CEO of the
Lessor that executed the within and foregoing instrument and acknowledged the said instrument
to be the free and voluntary act and deed of said party, for the uses and purposes therein
mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and
year first above written.



Norma Gonzalez
Notary Public in and for the State of Washington,
Residing at Toppenish, WA
My commission expires March 9, 2027

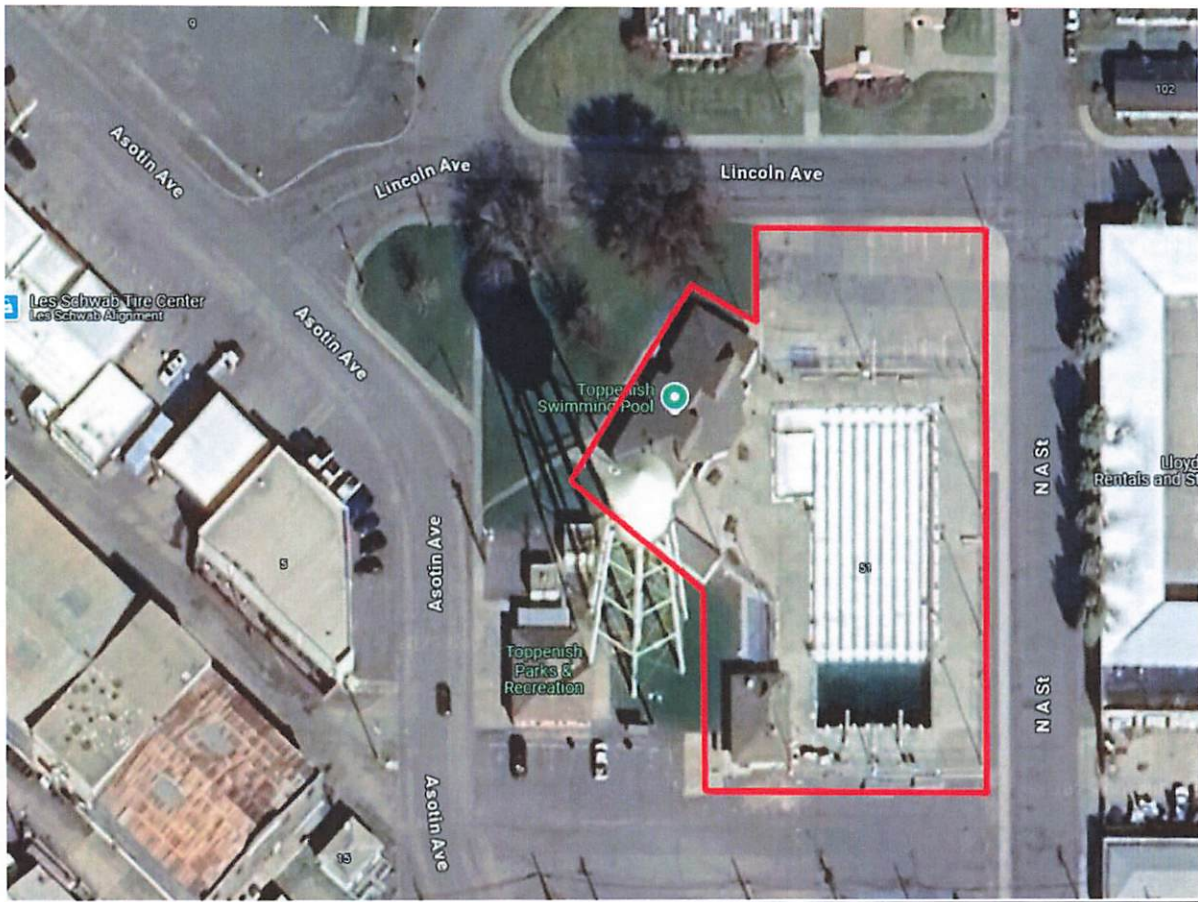
State of _____)
County of _____) ss.

On this _____ day of _____, 20____,
before me personally appeared _____ to me known to be the _____ of the
Lessee that executed the within and foregoing instrument and acknowledged the said instrument
to be the free and voluntary act and deed of said party, for the uses and purposes therein
mentioned, and on oath stated that he/she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and
year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT A



A portion, as depicted in the image above, of the following properties:

Parcel(s) 2010033440, [20100334407](#), [20100334405](#), and [20100334416](#) generally residing in and around the City of Toppenish swimming pool and functionally connected structures.

Mailing address: 20 Asotin Ave, Toppenish, WA 98948