

**LICENSE AGREEMENT  
BETWEEN BETHEL SCHOOL DISTRICT NO. 403  
AND  
BETHEL RECREATION ASSOCIATION**

This License Agreement ("License Agreement") is made and entered into this day \_\_\_\_\_ of 2019, by and between Bethel School District No. 403, a political subdivision of the State of Washington (the "District"), and the Bethel Recreation Association, a non-profit organization (the "Association").

**I. RECITALS**

- A. The District is the owner of certain real property situated in Pierce County, Washington commonly known as Art Crate Field located at 22215 38<sup>th</sup> Ave E, Spanaway, WA and the Bethel Learning Center located at 21818 38<sup>th</sup> Ave E, Spanaway WA.
- B. The District and Association have entered into an operating agreement which defines the terms under which the two entities will work together to provide recreation opportunities to children living within the District boundaries.
- C. To effectuate the purposes of the Agreement the District wishes to license to the Association the use of (a) one portable classroom building at Art Crate Field (the "Art Crate Field License") in the location shown on Exhibit A hereto, and (b) the reception area and one office within the Bethel Learning Center facility (the "Learning Center License") in the location shown on Exhibit "B" hereto. Collectively the properties subject to the Learning Center License and the Art Crate Field License are known as the "Licensed Properties."

**II. AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and benefits herein, the parties agree as follows:

1. Property License/Condition Precedent.
  - 1.1. The District hereby grants to the Association the Learning Center License and Art Crate Field License under the terms and conditions set forth herein. The Licenses granted herein include a license to use additional portions of Art Crate Field and Bethel Learning Center for access, playfield and grounds, and parking; provided, however; the Association shall not interfere with the District's use of its playfield and parking facilities. The District's obligations under this License Agreement are expressly conditioned upon the Association's use not creating an adverse impact upon the District in the District's sole and absolute discretion. In the event that the Association's use has an adverse impact upon the District in its sole discretion, this License Agreement shall be subject to immediate termination by the District in its sole and absolute discretion.
2. Use of Licensed Properties. The Licensed Properties are to be used solely for the following purposes and no other use without express permission of the District:
  - 2.1 *Learning Center License* The Learning Center License allows the Association to use (a) the front desk and reception area at the Bethel Learning Center to provide reception services to the District and other permitted occupants of the Bethel Learning Center and (b) exclusively one office of the District's choosing for the Association's administrative office purposes only.
  - 2.2 *Art Crate Field License* The Art Crate Field License allows the Association to use the existing portable classroom building for storage and administrative uses related to the Association's use of Art Crate Field in the location identified in Exhibit "A" hereto.

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3. Term. The term of this License Agreement shall be ongoing; provided, however, the District may terminate this License Agreement as provided above and as provided under paragraph 13 below.
4. Consideration. Consideration under this License Agreement shall be the Association's performance of its obligations under this License Agreement and the performance of all obligations under the Agreement.
5. Improvements to and Development of the Licensed Properties.
  - 5.1. The District acknowledges that the Association has installed a portable unit within the area of the Art Crate License and has made necessary utility connections to such portable unit.
  - 5.2. In the event additional utility connections or any other work, including government permits, are required for the Association's use of the portable unit at Art Crate Field the District shall have sole and absolute discretion whether to consent to any and all such work or permits.
  - 5.3. Any and all improvements made by the Association upon the Licensed Properties shall be at the sole cost and expense of the Association. The District shall have no responsibility whatsoever with respect to any such improvements. The Association shall comply with and maintain all required governmental approvals and permits for the operation of the portable unit and Association office.
  - 5.4. Construction of any improvements on the Licensed Properties by the Association shall be performed in a careful and workmanlike manner, in compliance with all applicable laws and regulations. The Association shall not permit nor cause any liens or encumbrances to be imposed upon the Licensed Properties.
  - 5.5. The Association shall maintain and repair at its own expense the portable classroom unit and all utility connections thereto on the Art Crate Field Licensed Property.
  - 5.6. The Association will operate the Licensed Properties in a safe and clean manner and will not interfere with the District's operations upon the Licensed Properties.
  - 5.7. Upon termination of this License Agreement, all capital improvements constructed or installed by the Association under this License Agreement shall be promptly removed by the Association unless otherwise mutually agreed upon between the parties.
6. Maintenance and Repairs.
  - 6.1. The Association at its sole expense and cost shall keep the portable installed on the Art Crate Licensed Property in good repair and condition.
  - 6.2. The District shall maintain in good condition and repair its property adjoining the Licensed Properties; provided, however, the Association shall be solely responsible for any extraordinary repair caused by any activity of or use of adjoining District property by the Association, including any and all costs and expenses.
7. Utilities. The Association shall pay any and all charges, including any connection fees, for heat, light, water, sewer, telephone and all other public utilities which may be used in or charged against the portable unit on the Art Crate Licensed Property installed by the Association.
8. Compliance with Applicable Laws, Regulations and Rules. The Association shall not knowingly commit or willfully permit to be committed on the Licensed Properties any act or thing contrary to the law, rules or regulations of any federal, state or local governmental authority, including rules, regulations and policies adopted by the District.

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9. Supervision of the Property. The Association shall assume all supervisory duties for its activities on or use of the Licensed Properties and adjoining District property.
10. Surrender at End of Term. The Association shall surrender the Licensed Properties at the termination of this contract, in good order, condition and repair, reasonable wear and tear excepted.
11. No Representations as to Condition of Property. Neither the District nor its agents have made any representations whatsoever with respect to the condition of the Licensed Properties or any improvements thereto. The use of the Licensed Properties by the Association shall be conclusive evidence that the Association accepts the Property "AS IS," and "IN ITS PRESENT CONDITION," and "WITHOUT WARRANTIES WHATSOEVER."
12. Assignment and Subletting. The Association may not assign this License Agreement or sublet all or any part of the Property without the prior written consent of the District, which the District may withhold in its sole discretion.
13. Termination. Except as provided in Section 1.1 above, the District shall have the right to terminate this License Agreement for any reason with or without cause by giving six (6) months advance written notice to the Association, provided, however, nothing herein shall limit the District's remedies, including termination of this Lease, in the event of default of this License Agreement as set forth under Paragraph 17 below.

The Association shall have the right to terminate this License Agreement for any reason by giving six (6) months advance written notice to the District, provided such termination does not limit the District's remedies in the event of default of this License Agreement as set forth herein and within this License Agreement.

14. Insurance. At all times during the term of this License Agreement or any extension thereto, the Association shall, at its sole cost and expense and as additional consideration, maintain in full force and effect the following insurance:

14.1 Coverage for commercial general liability in the minimum sum of One Million Dollars payable to any one person for personal injury or death arising out of any one event, One Million Dollars for all such personal injuries or death resulting arising from use of the Licensed Properties by the Association or its obligations under this License Agreement. In addition to liability coverage, the Association shall further maintain casualty coverage in the minimum amount of \$50,000 for property damage arising out of use of the Licensed Properties by the Association.

14.2 All coverages required under this License Agreement shall include public liability and property damage insurance for any construction activities approved by the District on the Licensed Properties.

14.3 The Association shall provide proof of the minimum insurance required under this License Agreement to the District on an annual basis and the District shall be named as an additional insured on all policies. All policies required under this License Agreement shall provide the District with 10 day advance notice of cancellation of such policy.

14.4 All insurance required to be maintained by the Association under this License Agreement shall be carried with insurers authorized to transact business in the State of Washington and with a company acceptable to the District.

15. Indemnification/Hold Harmless. The Association shall indemnify, defend, and hold harmless the District, its employees, officials and agents against any and all claims, demands and lawsuits, and shall pay all costs and attorney's fees incurred in the defense thereof, for any injury to persons or property damage, including claims of the Association's employees, contractors, subcontractors, and agents allegedly resulting from any act, incident, or accident arising from or relating to the Association's use of the Licensed Properties or adjoining District property or arising from the Association's performance of or failure to perform its obligations under this License Agreement. The Association shall not, by this provision, be required to indemnify, defend or hold harmless the District for any loss or damage, or cost incurred in defense, which arises out of the sole negligence of the

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District. The Association's obligation to indemnify the District shall not be relieved by its obligation to provide insurance coverage set forth under Paragraph 14 above.

16. Inspection. The District shall have the right of inspection of the Licensed Properties from time to time for the purpose of determining the Association's compliance with the provisions of this License Agreement.

17. Default. Without limiting the District's rights of termination under Section 1.1 herein, the following events are deemed to be events of default by the Association under this License Agreement:

17.1 If the Association shall be in default of the performance of any obligations of this License Agreement, and if such default is not cured within twenty (20) days after written notice thereof is given by the District; or if such default should be of such a nature that it cannot be cured completely within such twenty (20) day period, if the Association shall not have promptly commenced within such twenty (20) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default;

17.2 If the Association shall be adjudged a bankruptcy, make a general assignment for the benefit or creditors, or take the benefit of any insolvency act, or if a receiver or trustee in bankruptcy shall be appointed for the Association and such appointment is not vacated within thirty (30) days;

17.2 If either or both of the Licensed Properties becomes abandoned or deserted by the Association for a period of ninety (90) days;

17.4 If this Association attempts to assign its rights under this License or the Agreement or sublet either of the Licensed Properties other than in accordance with the terms of this License;

17.5 If any of the above events of default are not cured within the period stated above, then the District may immediately or at any time thereafter and without further notice or demand terminate this License Agreement and enter onto and upon the Licensed Properties or any part thereof and take absolute possession of the same, fully and absolutely without such reentry working a forfeiture of the covenant or covenants to be performed by the Association for the full term of this License Agreement.

17.6 The Association agrees to pay as additional consideration any and all sums which may become due by reason of the failure of the Association to comply with all the covenants of this License Agreement and any and all damages, costs and expenses which the District may suffer or incur by reason of any default of the Association's part to comply with all the covenants of this License Agreement and each of them, and also any and all damages to the District's property caused by any act or neglect of the Association, including but not limited to attorneys fees incurred enforcing this License Agreement at trial, arbitration or on appeal.

17.7 The statement of specific remedies as set forth above is not exclusive, and the District shall, at its option, have available any and all other remedies for default available to it under the laws of the State of Washington.

18. Destruction of the Property. In the event that any improvements to the Licensed Properties constructed at the expense of the Association are destroyed or injured, in whole or in part, by fire, flood, earthquake, or other casualty then the Association, at the Association's option and at the Association's sole expense, may proceed to rebuild and restore improvements to the Licensed Properties, or such part thereof as may be injured as aforesaid; provided, that within thirty (30) days after such destruction or injury, the Association shall in writing notify the District of the Association's intention to do so. In the event that the Association elects to rebuild or restore its improvements to the Licensed Properties, the provisions under Paragraph 5 shall be deemed to be in effect. In the event the Association fails to provide such notice required hereunder, the District shall have the right to terminate this License Agreement.

19. ADA Compliance. The Association shall indemnify, defend and hold the District harmless from any and all cost, expense, liability or obligation that may arise, or be imposed on the parties hereto as a result of the Association's use of the Licensed Properties under the Americans With Disabilities Act of 1990, as now in

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effect or hereafter amended, and all rules and regulations issued thereunder (hereafter collectively referred to as the "ADA"). Without limiting the foregoing, the Association shall be solely responsible for compliance with any of the following requirements of the ADA that may be applicable, and all cost and expense related thereto: barrier removal to ensure that members of the public with disabilities have access to the Licensed Properties and all services provided therein; providing auxiliary aids and services when necessary to remove communication barriers for members of the public with disabilities; compliance with the ADA Accessibility Guidelines when performing any construction, alterations, renovations or remodels, or when otherwise required by local or federal authorities; and providing reasonable accommodations for all employees and employment applicants with disabilities. This indemnification shall include the defense of any action or proceeding (including the payment of attorney's fees and court costs) brought against the District by the U.S. Department of Justice, the Equal Employment Opportunity Commission, or any individual or class of individuals, alleging violation or non-compliance with the ADA, and payment of any liability arising out of such actions or proceedings.

20. Hazardous Waste. The Association will not cause nor permit any activities on the Licensed Properties or adjoining District property which directly or indirectly could result in the Licensed Property and/or adjoining District property or any other property becoming contaminated with hazardous or toxic waste or substances. For purposes of this License Agreement, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic wastes, hazardous or toxic material, a hazardous, toxic or radioactive substance or other similar term by any applicable federal, state or local statute, regulation or ordinance now or hereafter in effect.

The Association acknowledges that it will be responsible for all costs and expenses relating to the clean-up of hazardous or toxic waste or substances from the Licensed Properties and from any other properties which become contaminated with hazardous or toxic waste or substances as a result of any contamination of or activities by the Association on the Licensed Properties.

21. Program Regulations. The Association agrees to comply with all applicable state and federal laws and regulations, including those of the State of Washington governing community sports and recreational organizations. The Association agrees that it will obtain and maintain all necessary licenses in order to operate a community sports and recreational program in the State of Washington. The Association will provide copies of all state licenses to the District within 15 days of receipt.

The Association further agrees to comply with all applicable federal, state and local laws concerning its employees; state and federal laws relating to employment discrimination; workers compensation laws; and federal and state wage and hour laws. All staff members involved in the operation of the Association are employees of the Association. The Association will comply with RCW28A.400.330 which requires school contractors whose employees come in contact with children not use employees who have been convicted of certain felonies involving children. The Association will have all of its employees finger printed in accordance with RCW 43.43. The District will require signed certification that the Association has met these requirements as a condition of the Association occupying the Licensed Properties. Violation of these requirements is cause for immediate termination of this License Agreement.

22. Notice. Any notice required to be given by any party to the other pursuant to the provisions of the License Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent if either delivered personally or deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, addressed as follows or to such other address as either party may designate to the other in writing from time to time:

The Association

Bethel Recreation Association  
PO Box 4250  
Spanaway, WA 98387  
Attention: \_\_\_\_\_  
Board of Trustees President

The District:

Bethel School District  
516 176th Street East  
Spanaway, WA 98387  
Attention: Superintendent

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23. Liens. The Association shall keep the Licensed Properties free from any liens arising out of any work performed, materials furnished or obligations incurred by the Association under this License Agreement.

24. Attorneys' Fees. In any action in any forum (including any appeals) brought to enforce any provisions of this License Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party.

25. Construction. This License Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

26. Nonwaiver of Breach. The failure of a party to insist upon strict performance of any of the covenants and agreements of this License Agreement or to exercise any option herein contained in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other, covenant or agreements; but the same shall be and remain in full force and effect.

27. Successors. The terms, covenants and conditions herein contained shall accrue to the benefit of successors and assigns of the parties hereto.

28. Governing Law, Forum. This License Agreement is made pursuant to and shall be construed in accordance with the laws of the State of Washington. Any legal action to enforce the terms of this License Agreement shall be in the Superior Court of Pierce County, Washington.

29. Complete Agreement. This License Agreement fully integrates the understanding of the parties. It supersedes and cancels all prior negotiations, correspondence and communication between the parties with respect to the Licensed Properties. No oral modification of or amendment to this License Agreement shall be effective; however, this License Agreement may be modified or amended by written agreement signed by all the parties.

30. Paragraph Heading, Gender and Number. Paragraph headings are not to be construed as binding provisions of this License Agreement; they are for the convenience of the parties only. The masculine, feminine, singular and plural of any word or words shall be deemed to include and refer to the gender appropriate in the context.

31. No Agency/Joint Venture. Nothing herein is intended to nor shall create an agency, partnership or joint venture agreement, arrangement or relationship between the District and the Association.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date opposite their respective signatures.

By execution of this License Agreement, the Bethel Recreation Association agrees and consents to all the terms and conditions set forth above under this License Agreement.

BETHEL SCHOOL DISTRICT NO. 403

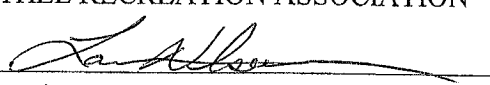


By: Thomas Seigel

Its: Superintendent

Date: 5 DEC 2019

BETHEL RECREATION ASSOCIATION



By: Lance Nelson

Its: Board President

Date: 10 DEC 2019

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STATE OF WASHINGTON )  
 )  
COUNTY OF PIERCE ) ss.

On this day personally appeared before me Thomas Seigel, to me known to be the Superintendent of Bethel School District No 403, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mention, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this 5 day of December, 2019

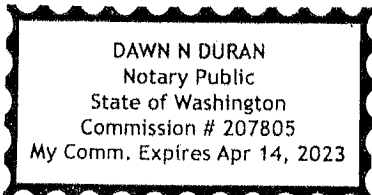
Dawn N Duran

Dawn N Duran

(printed name of notary)  
NOTARY PUBLIC in and for the  
State of Washington, residing at

Pierce County

My Commission Expires: 4/14/23



STATE OF WASHINGTON )  
 )  
COUNTY OF PIERCE ) ss.

On this day personally appeared before me Lance Nelson and known to be the Bethel Rec Board President of the Bethel Recreation Association, the non-profit private corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said organization, for the uses and purposes therein mention, and on oath stated that he was authorized to execute said instrument on behalf of said organization.

GIVEN under my hand and official seal this 10 day of December, 2019

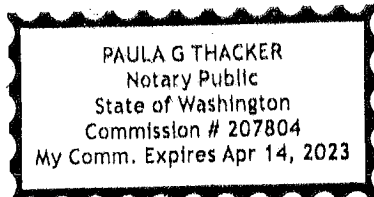
Paula G Thacker

Paula G. Thacker

(printed name of notary)  
NOTARY PUBLIC in and for the  
State of Washington, residing at

Pierce County

My Commission Expires: April 2023



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