

STATE OF WASHINGTON

AGENCY: Pierce College

DELEGATED STATE RENTAL AGREEMENT

Effective: July 1, 2019 to June 30, 2020

1. This RENTAL AGREEMENT is made and entered into between **Bethel School District** whose address is **516 E. 176th St, Spanaway, WA 98387**, for its executors, administrators, successors, and assigns, hereinafter called the Landlord, and the **State of Washington, Pierce College**, hereinafter called the Tenant, acting under a delegation of authority from the Department of Enterprise Services or its successor Washington state government entity, in accordance with RCW 43.82.010.

WHEREAS, the Director of the Department of Enterprise Services has so delegated the authority for this Rental Agreement;

WHEREAS, the Landlord and Tenant deem it to be in the best public interest to enter into this Rental Agreement;

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

2. The Landlord hereby rents to the Tenant the following described premises:

Graham-Kapowsin High School
22100 108th Ave E, Graham, WA 98338

USE

3. The premises shall be used by the Pierce College Transitional Education Division for the following purpose(s): 1 classroom for instruction of ESL day and/or evening classes Summer Term 2019, Fall Term 2019, Winter Term 2020 & Spring Term 2020

TERM

4. This Rental Agreement, which **CANNOT EXCEED ONE YEAR**, shall be effective from July 1, 2019 through June 30, 2020.

RENTAL RATE

5. The Tenant shall pay rent to the Landlord for the premises at the following rate:

\$ 0 per quarter

EXPENSES

6. During the term of this Rental Agreement, Landlord shall pay all real estate taxes, all property assessments, insurance, storm water, water, sewer, garbage collection, and maintenance and repair as described below, together with natural gas, electricity, and janitor service. Janitor service includes restroom supplies, light bulb replacement and such other items.

6.1. Tenant shall pay for only _____ Not Applicable _____.

MAINTENANCE AND REPAIR

7. The Landlord shall maintain the premises in good repair and tenantable condition during the continuance of this Rental Agreement, except in case of damage arising from the negligence of the tenant's clients, agents or employees. For the purposes of maintenance and repair, the Landlord reserves the right at reasonable times to enter and inspect the premises and to do any necessary maintenance and repairs to the building.

TERMINATION

8. This Rental Agreement may be terminated by either party giving written notice not less than thirty (30) days prior to the effective date of termination, or classes may be cancelled for insufficient enrollment.

ASSIGNMENT/SUBLEASE

9. Tenant shall not permit the use of the premises by anyone other than the Tenant and the employees, agents and servants of the Tenant.

FIXTURES

10. The Tenant shall have the right during the existence of this Rental Agreement with the written permission of the Landlord (such permission shall not be unreasonably withheld), to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby rented. Performance of any of the rights authorized above shall be conducted in compliance with all applicable governmental regulations, building codes, including obtaining any necessary permits. Any fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Tenant and may be removed therefrom by the Tenant upon the termination of this Rental Agreement. Any damage caused by the removal of any of the above items shall be repaired by the Tenant.

PREVAILING WAGE

11. Landlord agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this Rental Agreement when required by state law to do so, and to comply with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Rental Agreement will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of this Rental Agreement as though fully set forth herein.

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PAYMENT

12. Any and all payments provided for herein when made to the Landlord by the Tenant shall release the Tenant from any obligation therefore to any other party or assignee.

COMPLIANCE WITH STATE/FEDERAL LAWS

13. Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

DISASTER

14. In the event the rented premises are destroyed or injured by fire, earthquake or other casualty so as to render the premises unfit for occupancy, and the Landlord neglects and/or refuses to restore said premises to their former condition, then the Tenant may terminate this Rental Agreement and shall be reimbursed for any unearned rent that has been paid. In the event said premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be paid shall be abated from the time of occurrence of such destruction or injury until the premises are again restored to their former condition, and any rent paid by the Tenant during the period of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for occupancy due to casualty loss in relation to the total rented area.

NO GUARANTEES

15. It is understood that no guarantees, express or implied, representations, promises or statements have been made by the Tenant unless endorsed herein in writing and it is further understood that the Tenant, a State agency, is acting in compliance with a delegated authority from the Department of Enterprise Services in accordance with RCW 43.82.010. Any amendment or modification of this Agreement must be in writing and signed by both parties.

HAZARDOUS SUBSTANCES

16. Landlord warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises hereby rented which if found on the property would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation. Landlord shall indemnify and hold harmless the Tenant with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Tenant.

BINDING AUTHORITY

17. It is further understood that this Rental Agreement shall not be binding upon the State of Washington, Pierce College, unless signed by the Tenant's Director, Commissioner, or his/her designee and approved as to form by the Office of the Attorney General.

CAPTIONS

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18. 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.

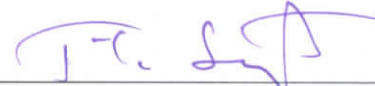
NOTICES

19. Wherever in this Rental Agreement 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.

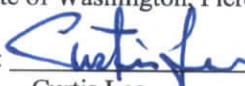
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|-----------|---|
| LANDLORD: | Bethel School District 516 E. 176 th St Spanaway, WA 98387 |
| TENANT: | Pierce College 9401 Farwest Drive SW Lakewood, WA 98498-1999 |
| AND: | Department of Enterprise Services Real Estate Services 1500 Jefferson Street S.E., 2 nd Floor Post Office Box 41468 Olympia, Washington 98504-1468 |

IN WITNESS WHEREOF, the parties subscribe their names.

LANDLORD:

By: 
 Title: Superintendent
 Date: 7/15/19

TENANT:

State of Washington, Pierce College
 By: 
 Title: Procurement Officer
 Date: 6-25-19

APPROVED AS TO FORM:

By: APPROVAL ON FILE
Assistant Attorney General
 Date: 11/25/02

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