AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between NORTH THURSTON PUBLIC SCHOOLS ("District"), a municipal corporation, and the BOYS & GIRLS CLUBS OF THURSTON COUNTY ("B&G Clubs"), a Washington State non-profit corporation.

RECITALS

WHEREAS, the District and the B&G Clubs, through the efforts of a Thurston County B&G Club Board of Directors, have determined that there is adequate community financial support for compliance with the provisions of participation in this program; and

WHEREAS, in order to best serve the children in the District, the decision was made to make available the use of the District's Tracy Lane building located at 1105 Tracey Lane SE ("Site").

WHEREAS, a portion of the "Site" has been determined by the District and the B&G Clubs as a suitable location for operation of an after school B&G Club program consistent with provisions of the Federal Education Assistance Grant Awards, by the B&G Clubs partnership with the District; and

WHEREAS, the District has determined that this Agreement with the B&G Clubs will be in the District's best interest by providing enhanced, after school, educational and recreational opportunities by the B&G Clubs to District students.

NOW, THEREFORE, in the consideration of the foregoing and mutual promises, terms, and conditions hereof, the parties agree as follows:

1. PREMISES: The District hereby authorizes use by B&G Clubs of the East Portion of the Tracey Lane building to the existing fire wall. The B&G Clubs accepts the building in its existing condition, but it may make alterations to the building consistent with its intended use and the City of Lacey requirements. The alterations will meet the then current code and must first be agreed to by the District, which agrees not to unreasonably withhold its consent. B&G Clubs will be responsible for the maintenance and utility costs of this building.

2. FEE: The fee to be paid by B&G Clubs of Thurston County during the term of this agreement shall be One Dollar ($1.00) per annum due and payable on execution of the Agreement and upon each subsequent anniversary date of which this agreement is in effect. Payment shall be made to the District as such place as may be designated by the District.

0169-2223

3. PERMITTED USES: The premises shall be used by the B&G Clubs for the operation of B&G Clubs programs for school children from ages 6-18. The B&G Clubs shall comply with all applicable laws, regulations, and ordinances governing public school districts in the State of Washington. The district reserves the right to control (including the right to deny) ingress and egress to all persons entering school property.

The B&G Clubs shall not use or permit the premises to be used in any way that will conflict with:

A. Regulations restricting guns, knives or weapons of any kind;
B. Regulations restricting smoking or use of tobacco products;
C. Maintenance of a drug free environment;
D. Ordinances regarding an sound, vibration, electrical disturbances, nuisances, noxious orders, and unsafe conditions or waste on or about the premises;
E. Any other laws governing public school districts in the State of Washington;

4. TERM: This Agreement shall commence on the 1st day of September, 2022, and shall be for fifteen (15) years. In the event the District determines that this property is needed for school purposes during the term of agreement, it may recapture the property per RCW 28A.335.040. The District will provide a minimum of six months notice to recapture the property.

5. OWNERSHIP: The District shall retain ownership of the buildings & property.

6. IMPROVEMENTS: The B&G Clubs may construct, or cause to be constructed, at its own cost, improvements to the Tracey Lane building subject to prior written approval of the District. All such improvements, alterations, or additions by the B&G Clubs shall conform in all respects to applicable federal, state and local laws, rules and regulations. Any improvements made to the Premises, shall remain the property of the District.

7. SIGNAGE: The B&G Clubs may, at its sole expense, install and maintain signs that are approved in advance by the District for the purpose of education and instruction and in accordance with regulations of the Boys and Girls Clubs of America. Prior to installing or using any sign, the B&G Clubs shall provide written notice to the District. District reserves the right to prohibit any sign, which it determines inconsistent with the Permitted Uses of the premises or interferes with District uses or operations. Signage shall be in compliance with City of Lacey codes. Any required permits shall be the sole responsibility of the B&G Clubs and shall be obtained prior to installation of the signs.

8. CARE OF PREMISES AND DAMAGE OR DESTRUCTION: B&G Clubs has inspected the Tracey Lane Building and accepts the same "AS IS" in its

0169-2223

present condition. Except as otherwise provided, the B&G Clubs shall maintain the Building and Site in a neat, clean and sanitary condition and state of repair. The District shall not be responsible for any damage or destruction to the Tracey Lane Building, and any improvements made thereto, in connection with the operations of the B&G Clubs. Security for the Building and the Site shall be the sole responsibility of the B&G Clubs, except for that portion of the Building and the Site retained for District use.

9. INSURANCE: B&G Clubs agrees to annually furnish the District with a Certificate of Insurance evidencing General Liability Coverage. The Certificate shall indicate limits no less than One Million and No/100 Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage, and those policies were aggregates are applicable, a Two Million and No/100 Dollar ($2,000,000.00) aggregate limit. The insurance policy must provide coverage of the District against all liabilities that might arise from the use of the District's properties by the B&G Clubs. The Certificate of Insurance shall include the District, its officials, employees, volunteers, and agents as additional insured. The certificate shall include a provision that this insurance shall not be canceled without first providing the District thirty (30) days written notice of cancellation. In addition, the B&G Clubs shall annually reimburse the District for the cost of fire insurance, if any, maintained by the District on the facilities covered by this agreement.

10. INDEMNIFICATION: B&G Clubs release and shall defend, indemnify, and hold harmless the District, its officers, officials and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees and/or costs of any kind whatsoever, arising out of or in any way resulting from the acts or omissions of the B&G Clubs and/or in connection in any way with (whether before or after the expiration or termination of the agreement): any accident, injury (including death) to any person or damage to any property occurring in the Building, and the Site, or in or about the Premises or in connection with the possession, use, or occupancy of the Building, and the site or the Premises pursuant to this Agreement; or any expenses (including, but not limited to, attorney fees) arising, whether before or after the expiration or termination of the Agreement out of or in connection in any way with: (a) any accident, injury (including death) to any persons or damage to any property occurring in the Building, and the Site, or in or about the Premises or in connection with the possession, use, or occupancy of the Building, and the Site, and the modular building or the Premises pursuant to this Agreement; or (b) any act, error, omission, fault, negligence, or strict liability of B&G Clubs, or any agent of B&G Clubs, or anyone acting on B&G Clubs' behalf in connection with this Agreement. B&G Clubs shall not be required to indemnify the District, officers, officials, and employees, against any liability for damage arising out of bodily injury or property damages caused by, or resulting from, the sole negligence of the District.

11. QUIET ENJOYMENT: So long as the B&G Clubs is in compliance with this Agreement, it shall be entitled to peacefully and quietly hold, occupy and enjoy the use of the Building and the Site until this Agreement expires or is terminated by the District without hindrance or molestation from District or any person lawfully claiming through or under District. Inspection of the Building, and the Site, and the

0169-2223

modular building or the premises by the District shall not result in a violation of this paragraph.

12. NO ASSIGNMENT: B&G Clubs shall not assign this Agreement.

13. NONWAIVER: Failure by either part to enforce every term and condition of this Agreement shall not be considered a waiver of any portion of this Agreement and the parties reserve the right to enforce every provision to the fullest extent at any time.

14. AMENDMENT: This Agreement may be amended or modified at any time by the mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

15. AUTHORITY: The District and the B&G Clubs each represent and warrant such party has the respective power and authority, and is duly authorized to execute, deliver and perform its obligations under the Agreement.

16. DISPUTES: This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Thurston County.

17. NONDISCRIMINATION: During the effective term of this Agreement, neither party shall discriminate in employment, use of facilities, provision of service, or any other activity against any persons on grounds of race, color, creed, sensory, mental or physical handicap, age or sex.

18. NOTICE: Any notice to be given hereunder shall be in writing and delivered to:

DISTRICT: North Thurston Public Schools
305 College St NE
Lacey, WA 98516

B&G CLUBS: Boys & Girls Clubs
PO Box 12600
Olympia, WA 98508

19. NO DISTRICT COSTS: It is the intention of the parties to the Agreement that any and all costs and expenses associated with use of the Building, the Site, and the location of the modular building on the Premises and the associated improvements during the term of this Agreement shall be the sole obligations of the B&G Clubs, and this Agreement shall be interpreted in accordance with that intention.

0169-2223

DATED this 9th day of September, 2022.

BOYS AND GIRLS CLUBS
OF THURSTON COUNTY

By: Chris Woods

Title: CEO

NORTH THURSTON
PUBLIC SCHOOLS

By: Jeena Barnes

Title: Exec. Director

STATE OF WASHINGTON)
)ss
COUNTY OF THURSTON)

On this _____ day of _____, 2022, before me personally appeared _____, to be know to be the individual described herein and that he/she executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she is 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.

_____
_____
(Printed Name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
Commissions expires: _____

STATE OF WASHINGTON)
)ss
COUNTY OF THURSTON)

On this _____ day of _____, 2022, before me personally appeared _____, to be know to be the individual described herein and that he/she executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she is 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.

_____
_____
(Printed Name)
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
Commissions expires: _____

0169-2223