

# AGREEMENT

THIS AGREEMENT made this 21 day of November, 2016, by and between the CITY OF CONNELL, a municipal corporation of the State of Washington, hereinafter referred to as "City", and the RED WAGGIN' RESCUE, a Washington non-profit corporation, hereinafter referred to as "Contractor",

## WITNESSETH:

For and in consideration of the covenants to be performed by the Contractor, City hereby agrees to allow the Contractor access and nonexclusive use of the property known as 990 South Fifth Avenue, Connell, Washington, (the "Premises").

This Agreement is for a term of two (2) years commencing on the first day of August, 2016, on the following terms and conditions:

Contractor and City acknowledge that Contractor is using the Premises to provide the service here described. Contractor is not the exclusive occupant of the Premises.

City may access the Premises at any time, and use the Premises for any use that does not interfere with Contractor's access and use in carrying out its obligations under this Agreement.

Contractor agrees to provide all care of the dogs brought to the Premises as described below. Contractor also agrees to be responsible to maintain the Premises in a clean, presentable, and sanitary condition as described below.

Contractor is familiar with the Premises and does not rely on any representation made by City as to its condition. The following responsibilities will be assumed by each party.

### City:

- o Will provide for casualty insurance for the Premises.
- o Will pay Contractor \$100.00 for every dog that remains on the Premises for more than seventy-two (72) hours.
- o Will provide a 50 lb bag of dog food per month.
- o Will pay up to \$ 2,000 per calendar year for emergency veterinary medical services for injured dogs brought to the premises that are still within the City's 72 hour impoundment period as authorized by the Chief of Police and as deemed necessary by Contractor with confirmation by a veterinarian.

### Contractor:

- o Will volunteer to keep Premises in clean, presentable, and sanitary condition.
- o Will volunteer to help the facility not to be overcrowded.

- Will volunteer to help dogs taken to the facility, including by any third party or an employee of the Contractor, upon arrival. This includes food, water, and shelter.
- Will be responsible to care for and dispose of dogs that remain on the Premises for more than seventy-two hours. Disposal is intended to be by adoption, but could include other methods in rare circumstances.

Contractor's use of the Premises shall be to volunteer its services to help the City operate its' kennel, and to dispose of (i.e., adopt out) dogs for the referenced \$ 100.00 fee, and shall not have a predominant commercial purpose associated with its use.

Contractor in utilizing the Premises shall comply with all state and federal laws and City ordinances affecting the occupancy and use of the Premises, and shall never use the Premises for any illegal or immoral purposes, or do or suffer any act which might increase a fire hazard or increase premiums for fire insurance, or make any insurance void or voidable.

In the event a dog gets picked up by its owner within seventy-two (72) hours of being at the Premises, any costs and fees collected from the owner will be paid to the City. If the City determines that there is not sufficient capacity on the Premises to accept an animal, then the City may hold the animal and/or dispose of it elsewhere. The Contractor shall bill the City on a monthly basis with an invoice that identifies each animal. The City will remit payment within thirty (30) days of receipt of invoice.

Each party hereto agrees to indemnify and save the other harmless against and from any and all claims by or on behalf of person or persons, firm or firms, corporation or corporations arising from the negligent conduct or omission of its employees, volunteers and agents. Said indemnification to include costs, attorney fees, and other expenses associated with the defense of any such claim.

City shall provide fire insurance upon the building located upon the Premises. Loss payee under said policy shall be the City of Connell. Contractor shall be responsible to insure the Contractor's property kept on the Premises.

In the event the Premises are partially or totally destroyed by fire or other casualty, this Agreement shall terminate.

The rights hereby granted to Contractor are personal. They shall not be subject to involuntary transfer by execution, bankruptcy or operation of law.

Contractor shall have no right to assign the Agreement or any interest therein, or permit management or operation of all or any part of the activities of Contractor on the Premises by another without first obtaining written consent of the City, which City may withhold in its sole discretion. On any such approved assignment or subletting, Contractor, and every person claiming under this Agreement, shall be and remain liable for the performance of all its obligations. On any alleged violation or attempted violation of these provisions, at the option of City, this Agreement may be declared in default.

One or more waivers of any breach of covenants or conditions by City shall not be construed as a waiver of any subsequent breach of the same covenant or condition. Contractor shall permit no refuse to accumulate upon or damage to the Premises arising out of its use of the Premises. Contractor will take reasonable care to not damage the Premises, and as part of its volunteer efforts, will endeavor to improve the Premises.

Upon any default by either party under any condition or provision of this Agreement, or for no reason whatsoever, either party, after thirty (30) days written notice, may declare the Agreement terminated. Should any action be commenced to enforce any of the terms of this Agreement, to cancel this Agreement or should any claim under this Agreement be placed in the hands of an attorney for enforcement, the successful party shall be entitled to a reasonable sum for attorney fees, in addition to statutory costs. Any such action shall be commenced and maintained in Franklin County, Washington.

Time is of the essence of each and every provision herein.

If the Premises are at any time taken by condemnation or by sale to the Federal, State or Municipal Government, or any agency having the right of eminent domain, this Agreement may be cancelled upon thirty (30) days written notice addressed to Contractor.

All notices from one party to the Agreement to the other party must be sent by certified mail addressed to the party at the address stated below.

IN WITNESS HEREOF, the parties have hereunto set their hands the day and year first above-written.

CITY OF CONNELL ADDRESS:

P.O. Box 1200  
Connell, WA 99326

BY: Bruce Blackwell  
TITLE: Mayor

CONTRACTOR ADDRESS:

RED WAGGIN' RESCUE  
Red Waggin' Rescue  
dba Connell Pet Rescue  
P.O. Box 236  
Connell, WA 99326

BY: [Signature]  
TITLE: Director