



THIS LEASE AGREEMENT is made and entered into between the City of Olympia, herein referred to as "OLYMPIA" and SENIOR SERVICES FOR SOUTH SOUND, a Washington nonprofit corporation, herein referred to as "USER."

1. Premises. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, OLYMPIA hereby leases to USER a portion of The Olympia Center, herein referred to as the CENTER, located at 222 Columbia St NW, Olympia, Washington. More specifically, said portion is described generally as follows (and in detail on the attached "Exhibit A," which is hereby incorporated by reference as though fully set forth herein):

- a.) OLYMPIA agrees to grant the USER exclusive use of the following areas:

Dedicated Space

Office, reception, storage and work space for Senior Services for South Sound, Information & Assistance, Service to At Risk Seniors and Senior Nutrition Program, and the Senior Boutique.

Lobby Space

The South Lobby is for the exclusive use of the USER during all building hours as established by OLYMPIA.

USER shall be responsible for providing access to their staff and any third party individuals or organizations and provide appropriate supervision during the use. USER will not provide CENTER keys or access codes to volunteers without written agreement by OLYMPIA. OLYMPIA will not be responsible for providing access to any exclusive use areas for third party individuals or organizations.

- b.) OLYMPIA agrees to grant the USER nonexclusive use of the following areas based upon the agreed upon hours of use by the USER. Costs associated with this use are provided for in USER's rent obligation.

Additional use beyond these hours will be charged 200% of the senior rate once hours have been exceeded for each space type.

Programming Space (Nonexclusive)

Various program spaces as agreed to between OLYMPIA and USER. The breakdown of program space is:

- Class/meeting rooms – 2250 hours
- Multi-Purpose room “A” – 1190 hours
- Gymnasium – 450 hours
- Special Events – 120 hours in various rooms.

Special events scheduled are as follows:

Olympia Pie Guild Contest – February 23, 9am-5pm

Volunteer Recognition – April 6, 8am-12:30pm

Dragon Fire Festival – May 11, 3pm-10pm

Senior Games Dance Competition – July TBD, 9am-10pm

Senior Games Celebration Dinner – July 27, 3pm-10pm

Living Legends – August 3, 3pm-10pm

Annual Auction – November 1, 5pm-10pm & November 2, 8am-10pm

WOW Performance – December 14, 10am-5pm

(Dates may be transferred by mutual agreement of the parties)

All “early open” (before 8am) or “late close” (after 10pm) hours will be charged to USER using the standard hourly rate for those hours. USER will communicate anticipated extra hours in advance to allow OLYMPIA to appropriately schedule staff when necessary. Thirty (30) days advance notice is preferable, but not required.

Kitchen Space (Nonexclusive)

The Main Kitchen will be managed cooperatively by OLYMPIA and USER.

Responsibilities will be as follows:

OLYMPIA

- All scheduling of facility
- Coffee service scheduling and fee collection
- Equipment repair and replacement
- Supervision of community use, except Senior Services

USER

- Provide coffee service as scheduled.
- Daily cleaning and general upkeep
- Maintain inventory of utensils, plates, cups, mugs, and other specific items as necessary.
- Training for community users (Senior Services staff can establish a schedule for training that does not conflict with nutrition operations).

At the end of the regular nutrition program (2pm, Mon-Fri), all appliances and dishes (i.e. coffee cups) will be clean and ready for community use. Any hours, including but not limited to stocking, appliance use, cleaning, or prep work

requiring extra time shall be booked through OLYMPIA to avoid conflicts with community users.

In 2010, USER accepted donation of a new walk-in freezer. In order to accept this donation, space was converted to accommodate the equipment. OLYMPIA agreed to allow USER to modify the mutually agreed upon space on the condition that when the USER vacates the premises, the freezer will be removed and USER will convert such space back to its original purpose (sink and prep space).

- c.) USER is authorized to permit third party individuals and organizations access to exclusive use areas provided that the primary purpose of the third party is to promote or support senior interests in the Olympia community. Use of programming space by a group under the co-sponsorship of the USER that generates money will be charged 400% of the senior rate).
2. Term of Lease. This lease shall commence January 1, 2013, and shall terminate on December 31, 2013.
 3. Rent. USER agrees to pay OLYMPIA a total of \$6,355.65 per quarter, as rental payment hereunder, for an annual total of \$25,422.62. One quarter of said annual total shall be due and payable within 30 days of the end of each quarter during the term of said lease. Payment shall be made payable to the City of Olympia and provided to the CENTER Manager.
 4. Quarterly Report. USER agrees to provide OLYMPIA with a written annual report summarizing participation, activity and the financial status of the organization. This report will be submitted by April 1 following each calendar year.
 5. Utilities. USER agrees that OLYMPIA shall pay the cost of all utilities, except telephone service. The cost of purchasing or leasing telephones and/or installing and maintaining same shall be the responsibility of the USER.
 6. Maintenance and Repair. OLYMPIA shall provide janitorial services, to include vacuuming, emptying of garbage, washing of windows, dusting, and general cleaning on a schedule to be determined by OLYMPIA. OLYMPIA shall also provide maintenance services to include replacement of light bulbs, painting, interior repair, and toilet articles. USER is responsible for all repairs necessary due to the negligence of the USER, his/her agents, invitees or employees.
 7. USER's Repairs and Alterations. USER agrees to keep the leased premises clean and in a sanitary condition, to repair and/or pay to repair any and all damage to the leased premises caused by the USER, and upon surrendering possession, to leave the leased premises in good condition, except for ordinary wear and tear. The USER will not make any alterations, additions, or improvements without prior written consent of OLYMPIA. The USER will not commit any waste or damage of the premises.

8. Damage by Casualty. In the event said premises shall be destroyed or damaged by fire or other casualties so that the same shall be unfit for use or occupancy, then OLYMPIA shall, within fifteen (15) days after said casualty, notify the USER whether or not OLYMPIA elects to rebuild the premise and lease it in the same manner. If OLYMPIA elects not to rebuild the premises, then this lease shall be terminated and all rents will be adjusted as of said date of OLYMPIA's decision. If OLYMPIA elects to rebuild the premises, then the rent shall be suspended for such period as USER is not in possession and until the premises can be made fit for the USER's occupancy. OLYMPIA and USER hereby expressly waive their right of subrogation against the other party and waive their entire claim of recovery against the other party for loss, damage, or injury from fire or other casualty, included in the extended coverage insurance endorsement, whether due to negligence of any of the parties, their agents, or employees or otherwise.
9. Insurance. The USER shall provide a certificate of insurance showing evidence of commercial general liability insurance with combined single limits of liability not less than \$2,000,000 for bodily injury, including personal injury or death, products liability and property damage.

OLYMPIA must be named as an additional insured as respects this lease and such insurance as is carried by the USER is primary over any insurance carried by OLYMPIA. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) days written notice will be furnished OLYMPIA prior to the date of non-renewal, cancellation or change, such notice to be sent to the City of Olympia Recreation Manager, 222 Columbia St NW, Olympia, Washington 98501. OLYMPIA has no obligation to report occurrences unless a claim is filed with OLYMPIA and OLYMPIA has no obligation to pay premiums.

10. Hold Harmless and Indemnity. The USER agrees to defend, indemnify, and hold harmless OLYMPIA, its appointed and elected officers and employees, from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the USER, its employees, volunteers, or agents, or by the User's breach of this Agreement, except for such injury or damage as shall have been occasioned by the sole negligence of OLYMPIA, its appointed or elected officials or employees.
11. Publicity. USER agrees to provide OLYMPIA, specifically the CENTER Manager, with any and all publicity information affecting the CENTER.
12. Termination. This lease may be terminated in its entirety, or a portion of occupied space may be terminated, at any time by either party by thirty (30) days notice to the other party of such termination.

13. Assignment and Subletting. USER shall not assign this lease nor sublet the leased premises without the consent of OLYMPIA. USER agrees to pay all rent, maintenance and repair costs and all other expenses and costs contained herein. The collection of any and all assigned or sublet costs as agreed to between parties will be the sole responsibility of USER.
14. Furniture. USER shall provide, at its own expense, all furniture necessary for its possession and use in the leased office area of the CENTER. Furthermore, USER shall be responsible to reasonably maintain said furniture and replace same, if necessary, to maintain decorum consistent with that of the remainder of the CENTER.
15. Rules. USER shall comply with all laws, statutes, rules, regulations, ordinances, and resolutions promulgated either by the federal government, State of Washington, or the City of Olympia. Such rules include any and all rules of operation and procedure issued by OLYMPIA.
16. Hours and Days of Operation. USER shall be entitled to use and possession of the facilities during normal hours in which the CENTER is open to the public. To maintain a safe and secure facility for staff and assets, OLYMPIA may close the CENTER under the following conditions and in this order:
 1. After 5:00pm on regular business days, or any time on Saturdays.
 2. Whenever no building rentals, recreation programs, or senior programs are scheduled.

The Senior Lobby and STARS Room use are not considered as “programming” on Saturdays. Accommodations for the Senior Lobby and STARS may be considered on a case by case basis at the request of USER, and allowed at the discretion of OLYMPIA. Meeting or programming use of the Senior Lobby and STARS Room by USER after 5pm on weekdays and all day Saturday will be scheduled with OLYMPIA through the established procedures for room use scheduling.

17. Default. It is agreed that if USER shall abandon or vacate said premises before the end of the term, or if any rent shall be due and unpaid, or if default is made of any of the covenants and agreements to be performed by USER as set forth herein, then OLYMPIA may, at its option, enter upon said premises and re-let the same for such rent and upon such terms as OLYMPIA may see fit, and if the full rental herein shall not be realized by OLYMPIA over and above any expenses to OLYMPIA to such re-letting, USER will pay all deficiency promptly upon demand, or OLYMPIA may declare said lease terminated and forfeited and take possession of the said premises. USER agrees to pay reasonable attorneys fees and court costs should it be necessary to enforce any of OLYMPIA's remedies in this paragraph.
18. Audits. Upon request, USER shall make all financial information, including revenues and expenses, available to OLYMPIA. Financial reserves shall likewise be made available. Any terms, conditions, or restrictions attached to operating or reserve funds shall be identified. Information must be itemized to show the revenues, expenses, and cash reserves of each component program of USER.

19. Equipment Failure. OLYMPIA shall not be responsible for financial and/or material loss of perishable food products as a result of mechanical or electrical failure or loss of any effects resulting from equipment failure.
20. Security of Premises. USER is responsible for securing all non-public areas under its lease upon completion of use. OLYMPIA shall not be responsible for any loss sustained by USER as a result of failure to properly secure facilities. Additionally, USER will indemnify, defend and hold OLYMPIA harmless from any liabilities, claims, suits or damages for any and all loss sustained by OLYMPIA arising out of USER's failure to secure and protect the leased premises.
21. Notices. All notices required or given under this agreement shall be given to the following persons:

LESSOR: City of Olympia
 Contact Person: Scott River, Recreation Manager
 Address: The Olympia Center
 222 Columbia St NW
 Olympia, Washington 98501
 Telephone: (360) 753-8380

LESSEE: Senior Services for South Sound
 Contact Person: Eileen McKenzie-Sullivan
 Address: 222 Columbia St NW
 Olympia, Washington 98501
 Telephone: (360) 586-6181

22. Entire Agreement. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this agreement requested by either party may only be by mutual agreement, in writing signed by duly authorized representatives of the parties. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
23. Interpretation/Venue. The rights and obligations of the parties and all interpretations and performance of this agreement shall be governed in all respects by the laws of the State of Washington. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this contract. Venue is proper in Thurston County, Washington.
23. Ratification. Any act consistent with the terms of this agreement but prior to its final execution is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed, such parties acting by their representatives being duly authorized.

*** SIGNATURES ON FOLLOWING PAGE ***

CITY OF OLYMPIA

APPROVED AS TO FORM:

Steven R. Hall, City Manager



Assistant City Attorney

Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me STEVEN R. HALL , to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires _____

SENIOR SERVICES FOR SOUTH SOUND

By: _____
Its _____
Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____ 2012, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me _____, to me known to be the _____ of the Senior Services for South Sound, a Washington non-profit corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said non-profit corporation for the uses and purposes therein mentioned and on oath states that ____ is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My commission expires _____