

**AGREEMENT FOR DONATED ITEMS
BETWEEN KITTITAS COUNTY AND KITTITAS COUNTY CHAMBER OF COMMERCE**

This Contract, dated March 7, 2017 is made and entered into by and between KITTITAS COUNTY ("County"), a subdivision of the State of Washington, and the Kittitas County Chamber of Commerce ("Chamber").

WHEREAS, the purpose of this Agreement is to exchange goods and their use,

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the County and the Chamber mutually agree as follows:

Donation by Chamber.

- a. One 53-foot metal container including racks for tables and chairs and ties downs. 2. 45 six foot banquet tables, metal legs and white plastic tops. 3. 212 metal folding chairs. The approximate value of the donation is believed to be \$5638.76.
- b. The Chamber has also agreed to reimburse the County up to \$250 in moving costs for the container.

Donation by County.

- a. Chamber can use the tables and chairs for five years for the following dates: 1. Memorial Day 2. Relay for Life Event including the small stage, one weekend in May or June date TBD 3. Thursday – Sunday , last weekend in July for Jazz in the Valley 4. Chamber Rodeo Kick-off Breakfast, Friday and Saturday two weeks prior to the Ellensburg Rodeo 5. Ellensburg Rodeo Posse Breakfast, Sunday of Labor Day Weekend 6. Thorp Community Days, first Saturday in October, including the small stage. 7. Up to four other mutually agreeable dates throughout the year. Delivery and return to the Event Center will be the responsibility of the Chamber.

Release, Indemnity, and Hold Harmless.

The County and Chamber assume no liability for the each other's actions under this Agreement. Each releases and shall defend, indemnify, and hold harmless the other, its officers and employees, agents, representatives, attorneys and/or volunteers, from and against all claims, costs, liabilities, damages, and expenses, (including, but not limited to, reasonable attorney fees) which arise or may arise or be alleged to arise out of or by reason of this Agreement including.

Industrial Insurance Waiver.

With respect to performance of this Agreement and as to any claims against the County, its Additional Insureds, officers, agents and employees, the Chamber expressly waives its immunity under Title 51 of

the Revised Code of Washington, the Industrial Insurance Act, for injuries to Chamber employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Chamber. **This waiver is mutually negotiated by the parties to this Agreement.**

Miscellaneous.

- a. Chamber shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the County's prior written consent.
- b. This Agreement embodies the entire Agreement between the County and Chamber, and supersedes any and all prior oral or written communications, proposals, conditions, promises, representations, or understandings regarding the Services. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to the Agreement signed by both parties.
- c. Notice for any purpose under this Agreement, except service of process, shall be given by the Chamber to the Board of County Commissioners and the Kittitas County Auditor, 205 N Main Street, Ellensburg, WA 98926. For all purposes under this Agreement, any notice by the County to the Chamber shall be given to the Chamber's address provided on the signature page. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid, certified mail, return receipt requested.
- d. The section and paragraph headings of this Agreement are for reference convenience only and are not intended to restrict, affect or be of any weight in interpreting or construing the provisions of such sections or paragraphs.
- e. This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- f. Chamber warrants to the County that the individual signing on Chamber's behalf has the requisite power and authority to enter into and to perform Chamber's obligations under this Agreement. Chamber further warrants to the County that Chamber has made no misrepresentation or misleading statement in connection with this Agreement, and is not in violation of any applicable law, ordinance, or regulation the consequence of which will or may materially affect Chamber's ability to perform its obligations under this Agreement.
- g. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
- h. The exclusive venue for any action brought to enforce this Agreement or any of its terms shall be in Kittitas County, State of Washington.

**KITTITAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chair

Vice Chair

Commissioner

ATTEST: _____
_____, Clerk of the Board

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

CHAMBER



Jim Armstrong, CEO
Kittitas County Chamber of Commerce

609 N Main Street
Ellensburg, WA 98926
509-925-2002