

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA – Port of Kingston for Sailing Program

CONFORM AS TO DATES & SIGNATURES

- (X) Approved by the Mayor: 10/02/014
- () Approved by the City Council: N/A
- (X) Completion: 12/31/2015
- () Recorded: n/a

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- () City Attorney
- (1) Clerk's Department: Original
- (X) Posted to Library Drive
- () Posted to Web Site
- () Finance:
- () Fire District #18
- () Mayor
- () Municipal Court
- () MRSC
- () Parks/Recreation
- () Planning/Building
- () Police
- () Public Works/Engineering:

Nicole Stephens
City Clerk

November 18, 2014
Date

USE AGREEMENT

COME NOW the CITY OF POULSBO, a Washington municipal corporation (hereafter "Poulsbo"), and the PORT OF KINGSTON, a Washington public port (hereafter "Port"), who recite and agree as follows:

I. RECITALS

A. Poulsbo operates a sailing facility at the Port. It receives moorage at a reduced rate from the Port as it provides a community service and promotes boating in Kitsap County. Poulsbo utilizes at least three floats that it owns in the marina. The larger two floats are used to store sailing dingys, and the smaller float (measuring 12' x 24') is used to load dingys when they are leaving the marina and unload them when they are returning to the Port's marina. The sailing facility typically operates between June 1st and September 1st of each year.

B. The Port is performing maintenance during the fall and winter of 2014 that would be facilitated by use of the smaller float.

C. The Port and Poulsbo want to enter into an agreement that will allow the Port to use the small float without generating liability for Poulsbo.

NOW, THEREFORE, for and in consideration of the benefit to be derived herefrom, the adequacy of which is acknowledged by both parties' authorized agents affixing their signatures hereto, the parties now make and enter into the following:

II. AGREEMENTS

1. Poulsbo hereby grants to the Port the right to use its 12' x 24' float, effective as of the date of this Agreement, and ending in the spring of 2015, at such time as Poulsbo requests its return for use by the sailing program upon ten days advance written notice from Poulsbo. 2. The Port shall defend, hold harmless and indemnify Poulsbo from any claims of property damage or personal injury that arise from the use of the float, excepting only such personal injury or property damage as may arise from Poulsbo's sole negligence.

3. The Port will maintain the float in its current condition, or better, during the time it has possession of it. The Port shall be responsible for repairing any damage to the float incurred while in the possession of the Port at no cost to Poulsbo.

4. The float will not be used for any illegal or improper purpose and all Port of Kingston work place rules regarding its utilization will be followed by the Port.

5. This agreement shall bind not only the parties hereto but their heirs, successors and assigns.

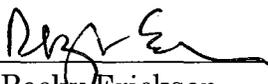
DATED this 2ND day of OCTOBER, 2014.

PORT OF KINGSTON:

By: _____

DAVID MALONE

Its Manager

By:  _____
Becky Erickson
Mayor