

GRAYS HARBOR TRANSPORTATION AUTHORITY USAGE AND INDEMNITY AGREEMENT

THIS AGREEMENT entered into by and between the Grays Harbor Transportation Authority (hereinafter "GHT"), a municipal corporation of the State of Washington, and Harbor Regional Health, a ~~nonprofit~~ corporation (hereinafter referred to as "Grantee") and in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1.0 **Usage of System** – The GHT shall permit the Grantee to utilize the GHT property described as follows: The Automatic Bus Washing System ("System") located at the GHT bus barn at 705 30th Street Hoquiam, WA. Grantee agrees that the rights granted under this agreement shall in no way hinder or impact any GHT business operation.
- 2.0 **Permitted Uses** – Grantee is authorized to utilize said System for the sole purpose of washing buses owned or operated by Grantee. Said System shall be utilized solely for such purposes(s) and no other purpose without the written consent of the GHT. GHT personnel shall operate the System. No employee of the Grantee shall operate or assist in the operation of the System.
- 3.0 **Term of Use** – Grantee shall have the right to utilize said System commencing January 1, 2023, until terminated by GHT.
- 4.0 **Termination** – The permission granted under this Agreement may be terminated at any time by the GHT with or without cause. Notice of such termination may be either oral (followed by a written notice) or in writing and shall be effective upon Grantee's receipt of such notice.
- 5.0 **Condition of the System, Damage to Grantee's Buses** – The GHT makes no express or implied warranty or presentation as to the condition of the System, or to the suitability of said System for the washing of the buses of the Grantee. Grantee agrees that it has inspected the System and found the System acceptable for use on its buses, accepts the System "AS IS" and is aware of and accepts all the hazards inherent in the use of the System, including but not limited to breakage of exterior trim, mirrors, camera, exterior panels, decals, signage, wheel hubs, tires and other components of the bus. GHT shall not be liable for any damage to the Grantee's buses.
- 6.0 **Damage to System** – Grantee shall indemnify the GHT for any damage or injury sustained by the System as a result of Grantee's buses use of the System.
- 7.0 **Indemnify**
 - a) FOR AND IN CONSIDERATION OF the permissive use of the System described above, Grantee agrees to indemnify, waive, and save harmless the GHT and its representatives from and against any and all liability arising from injury or death of any persons or any damage to property occasioned by any negligent act or omission by Grantee, its agents, invitees, servants or employees, or any other person or entity, including any and all expense, legal or otherwise, incurred by the GHT or its representatives in the defense of any claim or suit relating to such injury or damage.
 - b) For the purpose of fulfilling this indemnity obligation, Grantee hereby waives any and all immunity rights or protections created by the Worker's Compensation Act, and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees. GRANTEE HEREBY ACKNOWLEDGES


THIS PROVISION WAS MUTUALLY AGREED TO BY BOTH PARTIES. This waiver is for the exclusive benefit of GHT and is not intended, and shall not be construed, to be for the benefit of any employees of Grantee, or for the heirs or the estate of any of them, or any other person or party, and Grantee does not waive its immunity with respect to any claims made or which could be made by any of such persons.

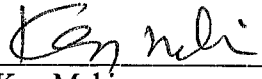
- c) As used in this provision, the phrase "any and all expense" includes, but is not limited to, claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions, supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments, court costs and attorney fees (including those required to seek enforcement of this agreement) and other costs of defense.

8.0 **Insurance** – The GHT reserves the right to require Grantee to provide proof of general comprehensive and liability insurance in amounts deemed prudent by the GHT.

9.0 **Interpretation** – The agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the dates set forth below.

 Date: 1/26/2023
Print Name: Tom Jensen
Title: CEO
Harbor Regional Health
915 Anderson Dr.
Aberdeen, WA 98520

 Date: 2/14/23
Ken Mehin
General Manager
Grays Harbor Transportation Authority
343 West Wishkah St.
Aberdeen, WA 98520