

**LICENSE AGREEMENT #791
VEHICLE PARKING
MANUFACTURING MALL**

THIS LICENSE AGREEMENT is entered into this 1st day of Sept, 2007, by and between the PORT OF BENTON, a municipal corporation of the State of Washington, hereafter referred to as "Port", and BEN FRANKLIN TRANSIT AUTHORITY, hereafter referred to as "Licensee"; WITNESSETH:

1. **PREMISES.** Pursuant to the terms and conditions of this License, the Port hereby agrees to allow the Licensee access to the real property described on Exhibit 1 situated at the Manufacturing Mall, Richland, Washington, (hereafter "Property"), which is owned and operated by the Port of Benton, and designates approximately 320 parking stalls.

2. **TERM.** This License shall be effective on the date this License Agreement is executed by both parties and shall continue in effect until terminated by either party delivering written notice of the termination to the other party. The Port may modify the terms of this License at any time by giving the Licensee written notice of the modification.

3. **USES.** The Licensee may use the property for parking for vans and vehicles which are utilized in the Licensee's Van pool, Bus, Megavan and carpool users program and the Licensee may authorize parties participating in the Licensee's ridesharing programs to use this property for parking. The Property shall not be used for any other purpose without the prior written approval of the Port. The Licensee shall install signs to designate the approved parking areas and shall require its participants avoid parking on portions of the Port property other than the designated areas.

4. **FEES.** During the term of this License Agreement, the Licensee shall pay to the Port of Benton \$166.67 each month plus the applicable 12.84% leasehold excise tax of \$21.40 for a total monthly payment of \$188.07 to defray the Port's expenses for maintenance. This sum shall be paid to the Port of Benton and shall be delivered to the Port's offices each month in advance.

4.1 The Port will provide snow removal for the parking lot on a secondary basis. The Port's first priority includes the airports, public access roads and tenant parking. Snow removal will be done in the designated parking areas as parked vehicles permits.

5. **TAXES.** The Licensee shall pay all federal, state and local taxes and assessments levied against the Licensee's business, property or the Licensee's interest under this License. The Licensee shall defend and hold the Port harmless from all such liabilities. The Licensee may contest the amount or the validity of any tax or assessment which it is required to pay and, while the contest continues in good faith, the Licensee may refuse to pay the tax or assessment to the extent permitted by law. In the event of a contest of any tax or assessment by the Licensee, the Port may require the Licensee to make an additional security deposit to protect the Port in the event the Licensee is ultimately unsuccessful.

6. ASSIGNMENT. The Licensee may not assign this License or any interest in it without the prior written consent of the Port.

7. RULES & REGULATIONS. The Licensee will at all times comply with the rules and regulations applicable to the Manufacturing Mall which may be adopted by the Port. The Port may amend the Rules from time to time and, upon receipt of notice of any amendment, the Licensee shall comply with the rules as so amended.

8. HAZARDOUS MATERIALS. The Licensee acknowledges that it has received a copy of the Hazardous Materials Communications Policy of the Port. The Licensee will at all times comply with the terms and conditions of the Policy. The Licensee will not permit or allow the release, discharge or escape of any pollutants or contaminants. In the event of any release, discharge or escape of any pollutants, contaminants or hazardous materials, the Licensee shall immediately notify the public authorities having jurisdiction. The Licensee shall remediate any release, discharge or escape of any pollutants, contaminants or hazardous materials as required by law or regulation and the Licensee shall be responsible for all costs and expenses associated with the remediation.

9. INSURANCE. The Licensee shall maintain public liability insurance for personal injury and property damage covering its operations at the Manufacturing Mall and the insurance shall name the Port as an additional insured on the policies. The policies of insurance shall have limits if liability of not less than \$1,000,000.00 for death or personal injury, \$500,000.00 for property damage and \$1,000,000.00 per occurrence. The deductibles shall be in an amount to be approved by the Port. The Port shall have the right to review and approve the terms and conditions of the policies. In the event the Port rejects any policies submitted by the Licensee, the Licensee shall promptly obtain replacement policies with terms and conditions acceptable to the Port.

10. INDEMNITY. The Licensee shall indemnify and hold the Port harmless from any liability, loss, damages, expenses or costs, including attorney fees, incurred or arising from any demand, claim, suit, action or any other proceeding resulting from the Licensee's use or use by the Licensee's participants of the Port property at the Manufacturing Mall or any activities of the Licensee or the Licensee's participants, any negligent, intentional or willful act or omission or any default or breach of this agreement.

11. NOTICES. Whenever either party is permitted or required to provide notice to the other party under the terms of this License, the notice may be personally delivered to the other party or left with an employee of the other party at the party's office or mailed by certified mail to the following addresses:

Port of Benton
3100 George Washington Way
Richland, Washington 99354
Attention: John Haakenson

Ben Franklin Transit Authority.
1000 Columbia Park Trail
Richland, Washington 99352
Attention: Richard G. Ciccone

Either party may change the address specified by giving written notice to the other party.

12. ATTORNEY FEES. In the event either party must employ the services of an attorney to enforce any of the terms or conditions of this License, the prevailing party shall be entitled to recover all costs and expenses incurred in enforcing the terms of the License including reasonable attorney fees.

13. INTEGRATION. This agreement constitutes the entire agreement between the parties and there are no verbal representations which amend or modify this agreement. Any amendments to this agreement shall be in writing and shall be signed by the parties in order to be effective. This agreement shall be interpreted and enforced according to the laws of the State of Washington and the venue of any action shall be in Benton County, Washington.

IN WITNESS WHEREOF the parties have entered into this agreement on the day and year first above written.

PORT OF BENTON:

By: 

SCOTT D. KELLER,

Date: 8-20-07

Title: Executive Director

LICENSEE:

BEN FRANKLIN TRANSIT

By: 

TIMOTHY J. FREDRICKSON

Date: August 13, 2007

Title: General Manager

By: 

BFT Legal Counsel





NO PARKING FOR BEN FRANKLIN
TRANSIT VANPOOL, BUSES, OR
CARPOOLING.

PARKING FOR BEN FRANKLIN
TRANSIT VANPOOL, BUSES, OR
CARPOOLING.

RAP 1849 / ch. Sept 1st - saved POB tent