

## LEASE AGREEMENT

This AGREEMENT is entered into between Sunrise Ridge Health Services (SRHS) and Vashon Park District (VPD).

SRHS hereby leases to VPD, for its use during the term of this Agreement the area known as "The Ball Fields" (The Property) on land located at Sunrise Ridge Health Services Center (The Center), Vashon, King County, Washington.

**Term.** This Agreement shall commence August 6, 2018 and end on August 31, 2021 but shall be null and void in the event of a VPD levy failure.

**Rent.** VPD agrees to pay for the use of The Property the annual rent of \$500 payable by May 28<sup>th</sup> each year.

**Use.** VPD has represented to SRHS that it intends to use The Property solely for youth baseball.

**Condition of Property.** VPD will, at its own expense, maintain The Property in a safe, clean, and suitable condition throughout the Vashon youth baseball season. VPD will provide dog waste bags and empty the dog waste collection containers at The Center no less than once per week throughout the year. Any improvements to the fields must be approved in advance by SRHS and will be done at the expense of VPD.

**Compliance.** VPD will abide by all local, state, federal laws and governmental regulations regarding the use and occupancy of The Property. It will not commit or permit a nuisance upon The Property.

**Accidents and Liability.** SRHS shall not be liable for, and VPD agrees to defend and hold SRHS harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered at The Center by any person, firm or corporation, from activities sponsored by VPD. VPD agrees to maintain adequate liability and property damage insurance. VPD shall furnish SRHS with a certificate indicating that its insurance policies are in full force and effect, that SRHS is named as an additional insured, and that the policies may not be cancelled unless thirty (30) days prior to written notice of the proposed cancellation has been given to SRHS.

**Signs.** All permanent signs or symbols placed by VPD on the Property, or upon any exterior part of the Property shall be subject to SRHS's prior written approval.

**Sublease.** The VPD will not assign this agreement or sublease the Property or any part of it without SRHS's prior written consent.

**No Waiver of Covenants.** Any waiver by either party of any breach by the other shall not be considered a waiver of any future similar breach. This lease contains all of the agreement between the parties and there shall be no modification of the agreements contained herein except by written instrument.

**Termination.** Should the VPD breach any of the covenants contained within this Agreement, SRHS may seek remedies provided by law including regaining possession of the Property and termination of VPD's rights hereunder.

**Costs and Attorney's Fees.** If, by reason of any default or breach on the part of either party in the performance of any provisions of this lease, legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease will be King County, Washington.

Executed as of the date stated at the beginning of this Agreement.

Sunrise Ridge Health Services  
P.O. Box S  
Vashon, WA 98070

By: *Greg Martin - President* Date: *8/27/18*

Vashon Park District  
P.O. Box 1608  
Vashon, WA 98070

By: *Blaine Giff-Richford* Date: *8/13/18*  
*Executive Director*