

## CITY OF FIFE LODGING TAX FUNDING AGREEMENT

1. **Parties and Date.** This Agreement is made this 26 day of April, 2013, between the City of Fife, a Washington municipal corporation ("City") and Walt Kaplin ("Recipient").

2. **Recitals.**

2.1 The City collects a tax known as the Lodging Tax and deposits the revenues from the Lodging Tax into a special fund to be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism relate facilities.

2.2 After receiving recommendations from the Lodging Tax Advisory Committee, the City Council has allocated \$1000 of the Lodging Tax fund in the City's 2013 Budget to Recipient for the activities set forth in Exhibit A attached hereto, which is an allowed use of Lodging Tax revenue under RCW 67.28.1815.

2.3 In consideration of the terms, conditions and covenants contained herein, the parties agree as follows.

3. **Funding and Scope of Activities.** The City shall provide from Lodging Tax revenues, a total of \$1000 in funding (the "Funds") to Recipient to perform the activities set forth in Exhibit A attached hereto for the purpose of attracting tourism business to the City, in accordance with the terms and conditions set forth in Exhibit A. The Funds will be paid upon receipt of an invoice from Recipient for actual expenses incurred, on forms approved by the City.

4. **Auditing.** The Recipient shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City shall have full access and the right to examine and copy, during normal business hours, all of the records of the Recipient with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

5. **Compliance with Federal, State and Local Laws.** The Recipient agrees to abide by all applicable federal and state statutes and regulations pertaining to the subject matter of this Agreement, including without limitation RCE 67.28.1815, which provides that lodging tax revenues may be used solely for the purpose of paying all or a part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities, as such terms are defined in RCW 67.28.080.

6. **Reporting.** Upon request by the City, Recipient shall provide such reports detailing the use of the Funds provided under this Agreement and such supporting information as the City may require.

7. **Reimbursement of Funds.** Recipient warrants that the Funds received under this Agreement shall be used solely for purposes permitted under this Agreement and agrees to repay to the City any Funds found to have been used for some purpose other than those permitted herein.

8. **Indemnification and Hold Harmless.** As set forth in Exhibit A, Recipient shall use the Funds to run a car show at Dacca Park (the "Premises"). The Recipient shall defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises under this Agreement or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

9. **Insurance.**

9.1 The Recipient shall procure and maintain for the duration of all activities set forth in Exhibit A, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises. Recipient's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Recipient to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity. Recipient shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on Recipient's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

9.2 The insurance policy shall contain, or be endorsed to contain that the Recipient's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. The Recipient shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

10. **Assignment.** Neither the Recipient nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

11. **Waiver.** Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

12. **Applicable Law; Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and, in the event of dispute; the venue for any action brought hereunder shall be in Pierce County Superior Court.

13. **Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

14. **Independent Contractor.** Recipient is and shall be at all times while performing the activities set forth in Exhibit A an independent contractor.

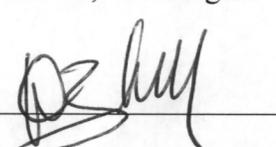
15. **Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Recipient to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Recipient agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

16. **Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

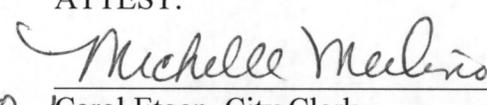
**RECIPIENT:**

\_\_\_\_\_  
By:   
Name: Walter C. Kaplin  
Title: Event Coordinator

**THE CITY:**

City of Fife, Washington  
By: 

**ATTEST:**

  
for Michelle Meador  
Carol Etgen, City Clerk

**APPROVED AS TO FORM:**

  
Gregory F. Amann  
Assistant City Attorney

**EXHIBIT A**  
**SCOPE OF ACTIVITIES**

- 1) Market the City of Fife Family Affair Car show.
- 2) Organizes the car show.
- 3) Collect the money and registration for the event.
- 4) Run the DJ booth.
- 5) Give out awards for the event.
- 6) Assist with returning the park back to pre-event condition.
- 7) Arrange with city staff equipment that is needed.
- 8) Fill out Special Event Permit.
- 9) Provide event insurance to City Staff.