

VEHICLE USE AGREEMENT

1. **Parties and Date.** This Agreement is made this 20th day of May, 2013, between the City of Tacoma, a Washington municipal corporation ("Tacoma") and City of Fife, a Washington Municipal corporation ("Fife").

2. **Recitals.**

2.1 Tacoma owns a 1992 Chevrolet G10 Cargo Van #804, VIN 2GCEG25K4N4155006, (the "Van").

2.2 Fife Police Department has a need for use of the Van for transporting prisoners.

2.3 Tacoma is willing to allow Fife to use the Van under the terms and conditions contained herein.

3. **Term.** This Agreement shall be effective as of the date of this Agreement, and shall continue until terminated by either party upon written notice to the other party. Upon termination Fife shall deliver the Van back to Tacoma.

4. **Possession and Use.** Fife shall have possession and use of the Van exclusively during the term of this Agreement, for use by the Fife Police Department to transport prisoners and for no other purpose. The Van should only be operated by individuals trained in the operation and loading of vehicles of this type.

5. **Disclaimer of Warranties.** Tacoma is providing the Van "as is" and makes no warranties, expressed or implied, as to the Van's merchantability or fitness for any particular purpose.

6. **Maintenance.** Regular and normal maintenance of the Van shall be performed by Tacoma at Tacoma's cost and expense in accordance with the manufacturer's recommendations.

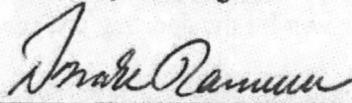
7. **Risk of Loss or Damage.** Fife assumes all risks of loss or damage to the Van from any cause, and agrees to return it Tacoma in the condition received from Tacoma, with the exception of normal wear and tear.

8. **Indemnity/Hold Harmless.** In consideration for Tacoma allowing use by the Fife Police Department of the Van, Fife agrees to defend, indemnify and hold harmless Tacoma, 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 the Van by Fife its officers, officials, employees and volunteers, except only such injury or damage as shall have been occasioned by the sole negligence of the Tacoma.

9. **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.

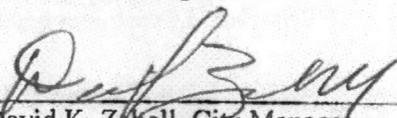
TACOMA:

City of Tacoma, Washington

By: 
5/20/2013

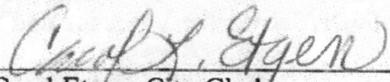
FIFE:

City of Fife, Washington

By: 
David K. Zabel, City Manager

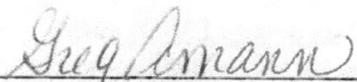
ATTEST:

ATTEST:


Carol Etgen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Gregory F. Amann
Assistant City Attorney *(by Carol Etgen)*

APPROVED AS TO FORM:


Michael J. Smith
Police Legal Advisor
Assistant City Attorney