

MEDIC TRAINING APARTMENT AGREEMENT

THIS AGREEMENT is entered into between the Marysville Fire District, a municipal corporation of the State of Washington, (hereafter "MVFD") and, City of Everett Fire Department (hereafter "USER"), for the use of MVFD Apartment used for Medic Training purposes under the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE TO THE TERMS AND CONDITIONS AS SET FORTH BELOW:

1. APARTMENT: MVFD at all times rents and controls the use of apartment located at Harborview Tower Apartments, 600 9th Ave, Unit 401, Seattle WA 98104 (hereafter "APARTMENT") that is used by MVFD for STUDENTS in the Medic Training Program. MVFD is willing to make said APARTMENT available for such use by USER for USER's STUDENTS.

2. Term: August 1, 2016 through July 31, 2017.

3. USER has permission to utilize the following spaces during the term.

 1 Bed Spaces at a rate of ¼ the monthly rent and additional costs including utilities and WI-FI per each bed space to be invoiced by MVFD monthly.

 1 Parking Spaces at a rate of \$ 125 per month to be invoiced by MVFD monthly.

A. MVFD reserves the right remove any STUDENT from the APARTMENT for any reason.

B. As consideration for the use of the space, USER agrees to pay the above costs each month for the entire term of the AGREEMENT – regardless of whether USER's STUDENT uses the APARTMENT or completes the Medic Training Program.

C. USER shall not permit any waste upon or to the APARTMENT or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of the APARTMENT or the APARTMENT building/neighborhood.

4. LIABILITY: USER shall hold harmless, defend, and indemnify MVFD and its officers, employees, volunteers, and agents from all claims, causes of action, and liability arising out of or connected with USER's use of the APARTMENT. MVFD shall have no responsibility for the safety and/or security of any STUDENT or persons participating in USER's use of the APARTMENT, except as may arise from the gross negligence or intentional misconduct of MVFD or its officers, employees, volunteers, or agents.

5. Dated: 9/15 , 2016.

MARYSVILLE FIRE DISTRICT

By Martin McFalls
Chief Martin McFalls

By _____

CITY OF EVERETT
WASHINGTON

By: Ray Stephanson
Ray Stephanson, Mayor

9-2-16
Date

ATTEST:

Sharon Fuller

Sharon Fuller, City Clerk

Date: 9-2-16

APPROVED AS TO FORM:

James D. Iles

James D. Iles, City Attorney

Date: 8/30/16