

Exhibit A

CITY OF TONASKET PROPERTY USE PERMIT APPLICATION

Organization: _____

Event: _____

Date of Event: _____

Time of Event: _____

Location of Event: _____

Contact Person: _____

Contact Persons Phone Number: _____

Paid Annual Fee Receipt No.

Paid One Time Fee Receipt No.

This permit gives the above organization full control of the vendors at their event as scheduled at the above place and time.

Any charge to the vendors by the above organization is the full responsibility of the organization.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT, executed

and entered into this _____ day of _____,

by _____
(Team/Club/League/Organization)

of _____, Washington,
(Address)

WITNESS :

WHEREAS, the city of Tonasket (hereinafter "the City") owns and maintains a number of City parks and appurtenant facilities; and

WHEREAS, various organized groups, and members thereof, have requested the use of said play fields, park facilities, swimming pool and appurtenant areas; and

WHEREAS, the City is willing to approve the above-said uses contingent upon all members of said organizations executing a waiver agreement and their respective teams, clubs or leagues entering into a Release, Indemnity and Hold Harmless Agreement in the form set forth below,

NOW, THEREFORE,

For and in consideration of the City agreeing to allow and permit use of the City play fields, park facilities, swimming pool, or other appurtenant areas for the uses set forth above, the undersigned do hereby agree and state as follows:

1. That they are duly elected _____ and

_____ respectively of the above-named organization and

that they have power and authority to execute this agreement and to bind the above-named organization and the individual members thereof.

2. That the undersigned have attained the age of eighteen (18) years, are fully competent to execute this agreement and that they do so freely and voluntarily and that they understand any obligations, liabilities and responsibilities undertaken by the execution of this document.

3. That the above-said organization agrees to indemnify and hold harmless the City from all damages of every kind and nature whatsoever that may be claimed or accrued by reasons of the use or occupancy of the City's play fields, park, swimming pool and appurtenant areas for the purposes set forth above or caused by the acts or neglect of the City in maintaining and providing said facilities.

4. That the said organization hereby releases the City from all claims and will hold the City harmless for any claim for damages as a result of said activities and understand and agrees that the City accepts and assumes no responsibility for any such activities.

5. This agreement shall commence at _____ (a.m./ p.m.) on the _____ day of _____, _____ and shall continue in full force and effect until _____.

6. The above-said organization agrees to carry proper liability insurance for bodily injury in the minimum amount of \$250,000 for each occurrence and \$500,000 aggregate and \$50,000 for property damages with companies acceptable to the City, naming the City as an additional insured and fully protecting and

indemnifying the City against any and every possible claim for accidents or other liabilities to members or guests of the above-named organization of the City's facilities and any acts, or failure to act, in any way connect therewith.

Additionally, if involved with team competition, the above-named organization agrees to insure that any and all opponent teams and/or leagues using the City's facilities have like insurance coverage naming the City as additional insured, or alternately that the required insurance as set forth above for the undersigned organization extends the coverage to such teams and leagues:

7. Prior to entering or using the City's facilities and/or appurtenant areas, the above-named organization hereby accepts responsibility for conducting a full and complete inspection of the premises and assumes any and all risk of any dangerous or defective condition thereof and hereby expressly waives any and all specific notice of the existence of any such conditions.

8. The above-name organization agrees to be responsible for properly educating all members of appropriate safety methods, techniques and rules and agrees to control access to the City's play fields, parks or swimming pool to members and guests of its organization who are included within the scope and coverage of the above required insurance policies.

9. At the beginning of each season, if the above-named organization is an organized team or league, said organization shall provide the City with a full and complete schedule of its practices and games as soon as such schedule is prepared and made available, but in no event later than the commencement of organized

practice in preparation for the regular season. Due to possible conflict of facility or appurtenant area usage, any unscheduled practices or games must be authorized by the City.

10. The above-named organization agrees and understand that its failure to comply with any and all terms and conditions hereof may result in the City, in its sole discretion, from restricting or prohibiting said organization's use of City facilities for the uses and purposes set forth herein.

THIS AGREEMENT is made and entered into at Tonasket, Washington, the day and year first above written.

(Name of Organization)

By _____
Name Title

By _____
Name Title

RESOLUTION NO. 2013-11

A RESOLUTION of the City Council of the
City of Tonasket amending Resolution 2012-10,
and Resolution 2013-06, the fee schedule.

WHEREAS, the City Council of the City of Tonasket adopted Resolution 2012-10 and
Resolution 2013-06 the Fee Schedule for 2013; and

WHEREAS, the City Council has determined the need to include additional city
property use fees that were not included on previous fee schedules.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF TONASKET, WASHINGTON, AS FOLLOWS:

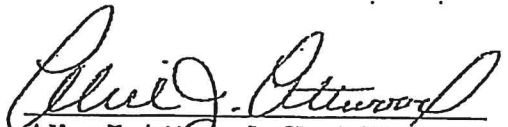
Section 1. The city property use fees charged by the City of Tonasket are
attached as highlighted in "Exhibit A" and will become effective April 10, 2013.

PASSED BY THE CITY COUNCIL this 9th day of April, 2013.

APPROVED:


Patrick Plumb, Mayor

ATTEST:


Alice J. Atwood, Clerk/Treasurer