



AGREEMENT FOR USE OF REAL PROPERTY

THIS AGREEMENT between the CITY OF KELSO, a municipal corporation, hereinafter referred to as "CITY," and the RIVER CITIES CHAMBER OF COMMERCE, (formerly Kelso Chamber of Commerce and Longview Chamber of Commerce), a non-profit corporation, hereinafter referred to as "CHAMBER."

WITNESSETH:

WHEREAS, the CITY is the owner of the real property and improvements described herein; and

WHEREAS, the CITY is empowered by law to establish and support a program to pay for advertising, publicizing, or otherwise distributing information for the purposes of attracting visitors and encouraging tourist expansion in the City; and

WHEREAS, the CHAMBER is willing to undertake the operation of such a program provided the CITY will furnish the space and facilities thereof; and

WHEREAS, the CHAMBER has qualified with the Washington State Department of Transportation for signage as a tourist information center pursuant to guidelines promulgated by that agency, now, therefore,

For and in consideration of the covenants and agreements herein contained, the parties agree as follows:

1. CITY hereby leases to the CHAMBER the property consisting of the land and improvements located on the herein described premises, including the structures, paving and fences. The tenancy herein created shall be a year-to-year tenancy and continue

indefinitely unless terminated as herein provided. A copy of the legal description is attached hereto and marked Exhibit "A" and incorporated herein by this reference.

2. CHAMBER shall continue the maintenance of a tourist information center on the premises herein described and perform all functions in connection therewith, including, but not limited to:

- a. The exercise of operational and management discretion of the center;
- b. Hiring, training, and termination of staff;
- c. Maintenance of both exterior and interior displays;
- d. Handle all tourist inquiries and generally promoting the attraction of visitors to the community;
- e. Maintaining an adequate inventory of salable merchandise promoting the community;
- f. Furnish regular periodic income and expense reports concerning the operation of the center not less frequently than quarterly;
- g. Remain qualified as a tourist information center and comply with the Washington State Department of Transportation guidelines in all respects;
- h. Make application at Chamber's discretion for any available funds from other sources.

3 The CITY may, in its sole discretion, appropriate sums of money from its lodging tax revenues to support that portion of the Chamber's activity that is directly related to the uses authorized by RCW Chapter 67.28. The CHAMBER shall render strict accounting of any funds actually furnished and disbursement of any such funds shall be in accordance with the City's general procedures as approved by the Washington State Auditor's Office.

4. The CITY shall be responsible for the maintenance of the structural and exterior portions of the building owned by the City and the fence. It shall provide to the Chamber such City services as street sweeping, furnishing of a dumpster and collection services. The CHAMBER shall be responsible for the interior maintenance of the

building owned by the City, the inside and outside of the building owned by it, and shall keep the entire premises in a neat and orderly condition at all times.

5. Termination of this Agreement may be made by either party upon ninety (90) days written notice to the other party. Upon the termination of this Agreement, the CHAMBER agrees to surrender the premises to the City in as good condition as they are now in, reasonable wear and tear and damages by the elements excepted.

6. The CITY shall maintain its own casualty insurance on the structure and on such interior portions and fixtures as are the City's responsibility and the CHAMBER shall maintain such insurance on the non-fixture contents and displays as it sees fit.

7. In the event this Agreement is construed either at present or at some time in the future as a Lease subject to the Leasehold Tax imposed by RCW 82.29A, the CHAMBER agrees to pay said taxes to the Washington State Department of Revenue in accordance with applicable laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 5 day of Sept., 2000.

THE CITY OF KELSO:

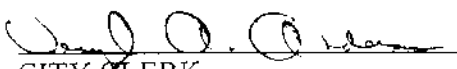
RIVER CITIES CHAMBER OF COMMERCE:



MAYOR


PRESIDENT

ATTEST:

ATTEST:


CITY CLERK


SECRETARY

PREAMBLE

A **Parcel of Land** within Section 26, Township 8 North, Range 2 West, of the Willamette Meridian. The same also being within the City of Kelso, County of Cowlitz, State of Washington. Said parcel being entirely within that easement AA 4-06696 as shown on that "Longview Wye to Rocky Point" State Turn Back map Sheet No. 8 of 26.

BASIS OF BEARING

The Basis of Bearing for this description is that "Longview Wye to Rocky Point" State Turn Back map Sheet No. 8 of 26.

Description

Beginning a at point on the Right of Way line of Minor Road which is perpendicular to, and thirty feet westerly of station FR 5+65,

Thence; South 65°12'25" West 55.00 Feet,

Thence; South 24°47'35" East 115.00 Feet,

Thence; North 65°12'25" East 55.00 Feet, to the Westerly Right of Way of Minor Road, the same being thirty feet offset, and perpendicular to station FR 4+50,

Thence; North 24°47'35" West 115.00 Feet, to the Point of Beginning.

The area of this description is 6,325 square feet, more or less.