

MASON COUNTY HISTORICAL SOCIETY MUSEUM

**OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of April 1988, by and between Mason County, by and through its Board of County Commissioners and referred to herein as "County", and the Mason County Historical Society, hereinafter known as "Society", for the lease of Building No. 2 located on the Mason County Fairgrounds for use as a museum.

WHEREAS, Mason County has authority to provide for storage, preservation and exhibition of historical materials as provided by RCW 27.48.010 and RCW 36.34.340; and,

WHEREAS, it is in the public interest for hotel/motel tax funds to be expended to promote tourism in Mason County; and,

WHEREAS, the Mason County Historical Society was organized August 12, 1958, and incorporated January 17, 1974, as a non-profit corporation in accordance with provisions of Chapter 24.03 RCW as an organization dedicated to the preservation and exhibition of historical materials; and,

WHEREAS, the County of Mason, a political subdivision and municipal corporation of the State of Washington has available Building #2 located on the site of Mason County Fairgrounds which is leased from the Port of Shelton, within the territorial limits of Mason County, and suitable for the storage, preservation and exhibition of historical materials;

NOW, THEREFORE in consideration of the benefits hereinafter set forth, IT IS AGREED as follows:

A. Society shall:

1. Collect and catalog artifacts and materials of historical interest. It is agreed that all such artifacts and materials are the sole property of the Society.
2. Lease Building No. 2 for its exclusive use and operate therein a museum, devoted primarily to the history of Mason County, in accordance with Society By-Laws and adopted policies, for the annual payment to Mason County of \$10.00 and other consideration.
3. Operate the Mason County Historical Society Museum in Building #2 located on the Fairgrounds site leased from the Port of Shelton as shown on Attachment A. In its operation the Society shall have the exclusive right to occupy Building #2 in consideration for its operation of the Mason County Historical Society Museum in accordance with provisions contained herein. Society shall provide all routine janitorial maintenance including placing trash and garbage collected in the museum building in bulk garbage containers provided by the County.
4. Design and use the space within Building #2 to provide display areas equal to at least 50% of the floor area. Alterations of the building interior will adhere to appropriate County Building Permits, State Permits and Inspection Procedures as required. The Society will provide the County a key for access to the exterior doors of Building #2 for emergency use by authorized personnel.

5. Provide \$300,000 liability insurance covering all activities taking place in the building, naming Mason County as an additional insured.

Society agrees to defend, indemnify and hold harmless County for all claims and lawsuits for damages, injuries and death of persons or damages to property arising from Society's performance of work and related activities under this contract, whether or not Society's own negligent conduct may have been the sole cause of damage, injuries, or death.

6. Assist and coordinate with other Governmental agencies and historical organizations in planning and conducting celebrations of significant events in the history of Mason County.

7. Display and interpret suitable historical exhibits during the Mason County Fair, Forest Festival, and OysterFest. In addition, with thirty (30) days advance notice from the County, the Society will provide access to the public during at least one day of other events attracting numbers of people to the Fairgrounds, such as, but not limited to, assemblies of travel trailer and motor home clubs.

8. The Society shall be exempt from paying commissions to Mason County on sales of goods within the museum.

B. The County shall:

1. Provide Building #2 on the Fairgrounds site and be responsible for the maintenance and upkeep of the exterior of the building and the surrounding landscaping and vegetation.

2. Provide electricity and water as needed for the operations of the museum.

3. Be responsible for third party liability claims and fire damage provided that conditions causing such liability or damages are not the fault of the Society and shall provide such insurance as it deems appropriate.

4. Provide restroom facilities during open hours of the museum.

5. It is agreed that as long as this agreement is in effect the Society shall be allowed headquarters and a meeting place at the museum.

C. Term of lease:

This agreement shall be in force through December 31, 2013.

This agreement is subject to review during January 1990 and thereafter at intervals of four years, and may be amended by approval of both parties. A request for amendment by either party shall be delivered in writing to the other at the last known address of record as provided.

In addition, the County and the Society shall review mutual compliance with the provisions of the contract annually.

At the date of this agreement the County address is 411 North Fifth, Shelton, Washington 98584 and the Society address is P. O. Box 843, Belfair, WA 98528 (Mailing Address) Bldg. #2, Mason County Fairgrounds, Shelton (Business Address).

This agreement may also be terminated in event the building becomes untenable, whether by reason of fire, flood, earthquake, aircraft accident, act of God or other cause. The County may in lieu of such termination offer such alternate facility as may be agreeable.

If for any reason the Society should become inactive or unable to manage a public museum at agreed times, the County shall have the right to regain possession of the building and require the Society to remove its artifacts and other possessions from the building. Disposition of the artifacts shall be in accord with legal constraints upon the Society.

This agreement is entered into the date first above set forth and mutually agreed to by parties.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

MASON COUNTY

WASHINGTON

Rebecca S. Voelbe

Clerk of the Board of County Commissioners

Michael Gibson

Chairman Mike Gibson

APPROVED AS TO FORM:

GARY BURLERSON, PROSECUTING ATTORNEY

Michael Clift

Michael Clift, Chief Civil Deputy

John B. Eager

Member John Eager

Annette S. McGee

Member Annette McGee

MASON COUNTY HISTORICAL SOCIETY

James D. Buckley Pres.

Richard C. Brewer Treas.

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