

## ATM LEASE

IT IS SO ORDERED by this Board of County Commissioners of Walla Walla County, Washington that a lease shall be entered into this date between the COUNTY OF WALLA WALLA, as Lessor, and Kris Peterson, as Lessee.

### **WITNESSETH:**

**PREMISES:** The Lessor leases to the Lessee the following property, approximately 10 square feet on the second floor of the Walla Walla County Courthouse, 315 W. Main Street, Walla Walla, WA for the purpose of operating an Automatic Teller Machine (ATM).

No structures or improvements may be added without the express, written permission of the Walla Walla County Board of Commissioners. Structures added shall be removed by and at the expense of Lessee within one month of termination of the lease. Any upgrades to premises or structures must meet or exceed the requirements of pertinent Walla Walla County Code or state statutes and the Americans with Disabilities Act (ADA). Permits required by the County or City must be obtained prior to project being initiated, if said permission is granted, or structures being removed.

**TERM:** The lease shall be effective immediately and shall terminate on March 31, 2021 unless terminated as otherwise provided under the Termination section of this lease or renewed as set forth in this section. This lease may be renewed for a subsequent two-year term by written mutual agreement, signed by both parties, which shall be made no later than March 1, 2021.

**RENTAL:** As rental payment, compensate the County for transactions as follows on a monthly basis:

<u>Number of Transactions per month</u>	<u>Amount per transaction owed to County</u>
0-50 transactions	\$10 per month flat base rate
51-100	\$0.25 per transaction
101 +	\$0.50 per transaction

No later than 30 days after the end of each month, Lessee shall provide: (1) a signed statement, certified pursuant to RCW 9A.72.085, accounting for the number of transactions the prior month, and (2) any payment due. A \$15 late fee per day will be applied if rental payment is not paid when due.

Insufficient fund checks shall be charged a \$50 fee, in addition to late fees. Late payment of rent may, at the County's sole option, result in a notice of breach and termination of this lease.

**LEASEHOLD TAX:** Lessee will assume liability for any leasehold taxes assessed by the County or state.

**REGULATIONS:** All operations of Lessee on the leased premises shall be in full compliance with all federal, state, county and municipal laws, rules and regulations.

**USE:** The Lessee will not use or permit use of the premises for any unlawful, immoral or offensive purpose. Lessee will take sufficient measures, including ATM mounted cameras, to protect against any

theft or attempted theft, including but not limited to physical theft, "skimming" devices or installation of malware.

Lessee shall furnish and pay for all expenses related and necessary for the placement of an ATM.

Power will be supplied to the unit by the County. No internet connection to the County network will be provided.

Other than electrical power, no cords or cables will be run from the ATM unit. The unit will be sufficiently immobile to discourage theft.

The Lessee will post signage on or near the ATM listing the contact information of the owner/operator for ATM users to contact in the event of problems or concerns. In the event customer/user complaints to the County regarding the ATM exceed two per month or eight for the lease term, the County may, at its sole option, terminate the lease.

**HOLD HARMLESS/INDEMNIFICATION:** To the fullest extent permitted by law, Lessee agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Lessee, its employees, agents or volunteers or Lessee's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this Agreement; or 3) are based upon the Lessee's or its subcontractors' use of, presence upon or proximity to the property of the County. The Lessee will be responsible for any damage to County property resulting from its use of the premises or theft or vandalism by whomsoever. This indemnification obligation of the Lessee shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County. This indemnification obligation of the Lessee shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Lessee hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Lessee are a material inducement to County to enter into this Agreement, are reflected in the Lessee's rent, and have been mutually negotiated by the parties.

Lessee agrees all Lessee's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

Lessee's initials acknowledging indemnity terms: KLP

**INSURANCE:** Within 30 days of the execution of this lease, Lessee agrees to provide the County with evidence of insurance, including an endorsement, of a general commercial liability policy, which shall include: personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, and Contractual Liability insurance in the amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate purchased from an insurance company duly licensed to transact business in the State of Washington. The policy and endorsement shall name Walla Walla County as an Additional Insured with respect to this agreement. Such coverage shall be primary and non-contributory. Lessee shall provide County evidence of current insurance coverage annually in January. Should insurance lapse, this agreement shall be considered as breached.

**SUBROGATION:** Each party mutually waives any right that either might have to recover against the other for fire or explosion losses or other insured perils.

**ASSIGNMENT:** The Lessee shall not assign this lease, the premises, or any part thereof.

**ACCEPTS PREMISES:** The Lessee has examined the premises and accepts them in their present condition. Lessee assumes the risk of any injury or damages resulting from the condition of or any defects in the property, known or unknown, occurring before or after the execution of this lease.

**MAINTENANCE AND REPAIR:** Lessee shall maintain the general character of the site, and will not drill any holes, or otherwise make changes to the property without prior written consent of the Board of County Commissioners.

**CONDITION:** Lessee agrees to keep the ATM in a presentable and economically viable condition. If the appearance or condition is allowed to deteriorate and if deemed advisable by the Lessor, the County will cause the ATM to be cleaned up and the Lessee will be billed for the costs of said cleanup.

**SERVICE:** Lessee or its agents shall be permitted to park motor vehicles near the County Courthouse to provide service to the ATM, subject to reasonable restrictions. Lessee shall coordinate servicing of the ATM with the Walla Walla County Facilities Manager.

**DAMAGE TO PROPERTY:** County assumes no responsibility for the property of the Lessee whether or not such loss or damage is occasioned by theft or vandalism by whomsoever, or fire, unless due to the intentional acts of the County.

**BREACH:** If the Lessee fails to pay the rent, or violates any terms of this lease, then County may declare the lease forfeited and the terms thereof at an end, and to immediately, without notice or process of law, and without liability to County, disconnect the ATM and secure it. Lessee shall pay the County's attorney fees and costs incurred for the purpose of enforcing any of the provisions of this law.

**TERMINATION:** Either party may terminate this lease without cause by providing the other party written notice three months in advance.

**SURRENDER:** Upon termination of this lease, in any way, the Lessee will yield up the premises to the County in as good as condition and repair as they are now, ordinary wear and tear excepted.

Dated this 7<sup>TH</sup> Day of MARCH, 2019

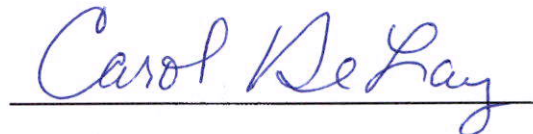
**BOARD OF COUNTY COMMISSIONERS  
WALLA WALLA COUNTY, WASHINGTON**



Todd L. Kimball, Chairman

I certify that I know or have satisfactory evidence that Todd L. Kimball is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument as Chairman of the Board of County Commissioners of Walla Walla County and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.


Dated: 3-11-2019



Notary Public for the State of  
Washington Residing at Walla Walla

My appointment expires:  
5-29-2021



Attest:  


Diane Harris, Clerk of the Board

KRIS PETERSON  
Dated MARCH 7<sup>TH</sup>, 2019



By  
Kris Peterson  
13525 NE 200<sup>th</sup> Street  
Woodinville WA  
98072