

MEMORANDUM OF UNDERSTANDING
AND
HOLD HARMLESS AGREEMENT

COME NOW THE RIVIERA COMMUNITY CLUB, a Washington non-profit corporation (hereafter "RCC"), PIERCE COUNTY FIRE DISTRICT 27 (hereafter PCFD27), who recite and agree as follows:

- A. RCC owns a parcel of land with a boat docking facility on Anderson Island in Pierce County, Washington.
- B. RCC allows PCFD27 temporary access to the docking facility for the purpose of transporting RCC member, island residents and their guests to and from the island in the event of medical need or in the event they have been stranded by the ferry service.
- C. In the event moorage for the PCFD27 vessel is temporarily unavailable and with prior approval of the RCC General Manager, PCFD27 may dock at the RCC marina until its permanent moorage is available.
- D. The arrangement recited in section B and C has been in place for several years and has been mutually beneficial. PCFD27 has been able to augment their service on Anderson Island and RCC has received faster transportation for its members needing emergency treatment of its sick or injured members.
- E. The parties now want to clarify their arrangement to avoid misunderstandings and to ensure the continuation of this agreement.

NOW. THEREFORE, for and in consideration of the mutual benefit to be derived here from, the adequacy of which is acknowledged by each party's authorized representative affixing his or her signature hereto, the parties now make and enter into the following:

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AGREEMENT

- A. RCC hereby authorizes PCFD27 fire boat to access their docking facility for the purpose of transporting sick and injured patients from the island to the mainland. RCC further authorizes the use for transporting stranded non injured individuals off the island in the event of a critical need.
- B. PCFD27 will make every effort to keep the marina parking area clear of vehicles that would prevent RCC members from having access to the marina.
- C. PCFD27 hereby agrees to hold harmless and indemnify RCC from any claims of personal injury or property damage arising from its use of the facility and agrees that it will hold harmless and release RCC, its officers, members, employees and assigns, from any liability arising from such use. PCFD27 also agrees to repair any damage done to the facility by its Officers, members, employees and assigns.
- D. This memorandum and agreements contained herein are of indefinite duration but may be terminated by either party upon sixty (60) day's advanced written notice.
- E. The parties will keep each other continuously advised of the person responsible for the administration of these agreements.