mansonparks
AND RECREATION DISTRICT

Cooperative Community Recreation & Facility Use Agreement
Manson Parks & Recreation District and Manson Grange

This Cooperative Community Recreation and Facility Use Agreement ("Agreement") is entered into between: Manson Park and Recreation District ("District") and Manson Grange No. 796 ("Grange"), a nonprofit organization.

Purpose
The purpose of this Agreement is to establish a cooperative partnership to provide community recreation programming while utilizing existing community facilities in a cost-effective manner. This program is operated by the District as a public recreation program consistent with the District's mission and vision.

Term
The term of this Agreement shall be from March 12, 2026 to December 31, 2027, unless terminated earlier by either party with 10 days written notice.

Program Operation
The District shall:
- Provide program coordination and administration
- Provide and insure a volunteer instructor
- Provide basic advertising, printed schedules, and punch cards
- Provide a District staff representative when available to attend classes for safety and support

The Grange shall:
- Provide facility space for program activities and related equipment
- Provide access to restroom and utility facilities
- Maintain facility safety and operational standards

Payment & Fee Structure
Participants shall pay program or facility contribution fees directly to the Grange.
The District shall not:
- Collect participant payments
- Act as a fiscal agent
- Manage or distribute program revenue

The parties acknowledge that the Grange's standard facility rental rate is approximately $500 per use, and that participant contributions represent partial consideration for facility use.

Insurance and Liability
The District shall maintain liability insurance covering District employees and volunteers acting within the scope of their duties. The Grange shall maintain general liability insurance for facility operations. Each party shall indemnify and hold harmless the other for claims arising from its own negligence or operations.

Independent Relationship
Nothing in this Agreement shall be construed to create a partnership, joint venture, agency relationship, or financial relationship.

Public Funds Compliance
The parties acknowledge that the program serves a public recreation purpose; the District receives adequate consideration through program services and community benefit; and that this Agreement is not intended to constitute a gift of public funds.

Termination
Either party may terminate this Agreement with 10 days written notice. The District may terminate immediately for safety, legal, or public welfare concerns.

Scheduling and Operations
Program schedules shall be mutually agreed upon between parties and may be adjusted based on program participation or facility availability.

No Assignment
This Agreement may not be assigned or transferred without written approval of the District Board.

Entire Agreement
This document constitutes the entire agreement between the parties. Any modification must be in writing and approved by the District Board.

Board Authorization
Approved by the Manson Park and Recreation District Board of Commissioners on March 12, 2026, 2026.

MANSON PARK AND RECREATION DISTRICT
By: Robin Putler
Title: Director
Date: 10/06/2026

Manson Grange No. 796
By: Susan Layton
Title: Master / President
Date: 9/29/25

HOLD HARMLESS WAIVER

This agreement is hereby made for and between the Manson Park and Recreation District ("District") and Manson Grange No. 796 ("Grange").

In connection with the cooperative recreation programming and facility use agreement, the users agree to mutually defend, indemnify, and hold harmless the Manson Park & Recreation District and Manson Grange #796, their appointed and elected officials, employees, authorized volunteers, and agents, from and against all liability, loss, damage, and expenses to the fullest extent authorized under Washington State law. This includes but is not limited to costs and attorney fees in defense thereof due to actions, claims, or lawsuits for damages resulting from personal or bodily injury, sustained or alleged to have been sustained, by any person or persons on account of damage to property, arising or alleged to have arisen, directly or indirectly, out of or in consequence of the permitted event or activity, except those arising out of the sole negligence of the District or the Grange.

Signed this 6th day of October, 2026.

MANSON PARK AND RECREATION DISTRICT
By: Robin Petta
Title: Director
Date: 10/06/2026

MANSON GRANGE NO. 796
By: [signature]
Title: MASTER / PRESIDENT
Date: 9/29/26