

AGREEMENT FOR USE OF FIRING RANGE

THIS AGREEMENT, made and entered into this 23rd day of March, 1990, by and between the CITY OF CHEHALIS, WASHINGTON, a municipal corporation, herein called "Chehalis", and CITY OF CENTRALIA, WASHINGTON, a municipal corporation, herein called "Centralia",

W I T N E S S E T H:

WHEREAS, Chehalis is the owner of a weapons firing range located within Chehalis, designed and intended for the weapons training and practice of law enforcement officers, and

WHEREAS, Centralia desires to have available the use of said weapons firing range for the weapons training and practice of their law enforcement personnel, now, therefore,

For and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, the parties agree:

1. Chehalis shall make available to Centralia Chehalis' weapons firing range for weapons training and practice of Centralia law enforcement personnel assigned to the City of Centralia.
2. Centralia shall pay to Chehalis the sum of Eight Hundred Seventy-five and no/100ths Dollars (\$875.00) annually, which figure is calculated at Twenty-five and no/100ths Dollars (\$25.00) per individual of Centralia's personnel training and practicing on the weapons firing range. Said payment shall be made within sixty (60) days of the date of this Agreement for the calendar year 1990.
3. This Agreement shall commence on the 1st day of March, 1990, and continue indefinitely until terminated by either party. Either party may terminate this Agreement at the end of any

however, should Centralia terminate this Agreement at any time during an existing calendar year wherein the same is in effect, the total fee due and owing for that calendar year shall be due and payable to Chehalis.

4. Chehalis' Chief of Police or his designated representative shall coordinate the use of the weapons firing range by Centralia personnel.
5. Centralia shall assume all risk of damage or loss to its property or injury or death to any of its personnel and agrees to save and hold Chehalis harmless from any and all claims, demands, liabilities and causes of action asserted against Chehalis by reason of the use of Chehalis' weapons firing range by Centralia, other than such claims, demands, liabilities or causes of action that may arise by reason of the negligence or intentional acts of Chehalis or any elected or appointed officer or employee of Chehalis.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON,
a municipal corporation

By David M. Campbell 3-23-90
Its City Manager

Attest: Stanley E. Daskam
Its City Clerk

CHEHALIS

CITY OF CENTRALIA, WASHINGTON,
a municipal corporation

By B. L. M.
Its City Manager

Attest: Carol Lee Deely
Its City Clerk