

AGREEMENT

This Agreement made this 1st of February 2011, by and between the City of Washington, hereinafter referred to as ("City"), having a principal business location at 55 West Maiden Street, Washington, Pennsylvania and the Washington School District, herein after referred to as ("School District"), having a principal location at 201 Allison Avenue, Washington, Pennsylvania.

WHEREAS, The City is the owner of certain parcels or tracts or land, located within the City of Washington that are collectively referred to as the Washington Park; and

WHEREAS, Washington Park is a multi-use recreational facility that is open to the public; and

WHEREAS, The School District has on an annual basis utilized the tennis courts, baseball fields, more specifically the Cold Field and the TWIST Field 1, as well as the pavilions and cross country track and other amenities, in connection with the non-club scholastic sports and recreation programs offered by the School District as part of its educational program; and

WHEREAS, The School District has utilized these facilities through an Agreement with the Greater Washington Parks and Recreation Commission; and

WHEREAS, Both parties are desirous of memorializing their agreements and understandings through a written agreement upon which the City will receive monetary remuneration for the use of its facilities by the School District;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

1. The School District shall pay to the city on or before September 30, 2011, the sum of Eleven Thousand and 00/100 dollars (\$11,000.00) as a rental payment for use of designated facilities at the Washington Park, for a period beginning February 1, 2011 through January 31, 2012.
2. On or before October 31, 2011, the parties hereby agree to begin negotiations for a new contract for use of the facilities during calendar year 2012.

3. In recognition of the aforesaid pledged consideration, the School District shall have use of the tennis courts, ball fields, which shall include but certainly not be limited to the Colt Field and TWIST Field 1, cross country tracks and walking tracks, as well as the grounds of the Washington Park. The School District shall enjoy priority use of the tennis courts, Colt Field and TWIST Field 1 over all other groups or individuals. In addition, the School District may utilize all other un-enumerated common facilities, which do not require admission or lease fees. The School District shall notify the City Director of Parks and Public Buildings at least five (5) days prior to any proposed use in an effort to avoid scheduling problems and to verify that that facility to be utilized is not subject to a charge, separate and apart from the consideration pledged under this Agreement.
4. The School District shall enjoy use of the pavilions upon payment of fifty percent (50%) of the normal and usual rental fee charged in connection with the use of that particular pavilion, and payment of the normal security deposit.
5. The School District shall provide the City with proof of liability insurance; Public Liability insurance in the minimum amount of \$1,000,000.00 for losses from occurrences resulting in bodily injury or death and \$500,000.00 for loss from occurrences resulting in damage to or destruction of property and hereby agrees to name the City as an additional insured on said policy.
6. The School District agrees to appoint a designated representative of the School District and provide notice to the City as to the identity of said individual(s) whenever utilizing the Washington Park pursuant to this Agreement.
7. The School District agrees that its use of Washington Park facilities shall at all times be subject to the established rules and regulations of Washington Park and such other rules, regulations and policies as promulgated by the City from time to time.
8. The School District agrees that upon use of Washington Park by any of its employees, agents, invitees and/or volunteers, for the purposes specified herein, the School District shall defend, indemnify, and hold harmless the City from any and all actual or alleged claims, demand, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation, wrongful death),

whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the School District, its personnel, employees, agents, students, contractors, or volunteers in connection with or arising out of the School District's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the City for all legal expenses and costs incurred by it.

9. The waiver by the City or by the School District of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of such other party.
10. This Agreement shall inure to the benefit of, and be binding upon the City and School District, its successors and assigns, forever and ever. This Agreement shall be binding on the parties herein, their heirs, executors or administrators, and/or legal representatives, and shall not be assignable by the School District for any reason.
11. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
12. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.
13. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
14. It is understood and agreed that this Contract contains the entire agreement between the parties hereto and there have been no oral or other agreements of any kind whatsoever, as a condition precedent or to induce any one to the signing of this agreement or otherwise, concerning this agreement or the subject matter hereof between the parties hereto, nor shall change, addition or amendment be made hereto or to any of the terms, covenants, or conditions hereof except by written agreement signed by both parties hereto.

IN WITNESS WHEREOF, the parties to these presents, each intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

ATTEST:

WASHINGTON SCHOOL DISTRICT

Joan Coffey

BY: Rubio J. Moore

ATTEST:

CITY OF WASHINGTON, PENNSYLVANIA

Cathy B. Voytek
Cathy B. Voytek, City Clerk

BY: L. Anthony Spossey
L. Anthony Spossey, Mayor

AGREEMENT

It is hereby agreed by and between the Chartiers-Houston School District, 2020 West Pike Street, Houston, Pennsylvania 15342 (hereinafter "School District") and the City of Washington, 55 West Maiden Street, Washington, Pennsylvania 15301 (hereinafter "City") as follows:

WHEREAS, the City of Washington operates the Washington Park in the City of Washington;

WHEREAS, the Chartiers-Houston School District has requested the use the tennis courts, as a result of an agreement with the City of Washington and in consideration of the contribution to said City of Washington;

WHEREAS, both parties are desirous of working out an arrangement that will compensate the City for the use of facilities by the School District and permit the School District to use certain facilities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, it is hereby agreed by and between the City and the School District as follows:

1. That the School District shall pay to the City on or before March 1, 2011 the sum of \$2,250.00 for the use of the facilities described herein for the period March 2011 through May 2011.
2. That the term of this Agreement is four (4) months and that the parties shall on or before December 31, 2011 begin negotiations concerning a new Agreement for the calendar year 2012.
3. That in consideration for the payment set forth above that the Chartiers-Houston School District shall have use of the tennis courts for the boys and girls tennis team. Chartiers-Houston acknowledges that the tennis courts are also the subject of an agreement with the Washington School District. Any conflicts in schedule between curricular or extra curricular programs of the Washington and Chartiers-Houston Area School District shall, if possible, be resolved by the School Districts. If the School Districts are unable to resolve said conflicts, or other conflicts or issues or priority should arise under this policy, said issue of priority or conflict shall be referred to the Director of Parks and Public Buildings for the City of Washington.
4. That the Chartiers-Houston Area School District agrees to submit each year to the City of Washington on the renewal date of its insurance contract, proof of minimum insurance coverage in the amount of \$1,000,000.00 combined single limit bodily injury and/or property damage naming the City of Washington as an additional insured.

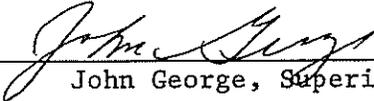
5. That when the Chartiers-Houston Area School District uses the tennis courts, an approved representative of the Chartiers-Houston Area School District must be present. Chartiers-Houston Area School District when using Park facilities for curricular or extra curricular programs shall be responsible for supervision of the students involved in the use of the facility. The Park will not be responsible for supervising any activity. The use of the Park is subject to the standard rules and regulations for use of the Park and in particular any rule or regulation related to the tennis courts.
6. This Agreement constitutes the entire agreement of the parties. There are no understandings not contained herein. Any modification to this Agreement must be made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 1st day of February 2011.

ATTEST:

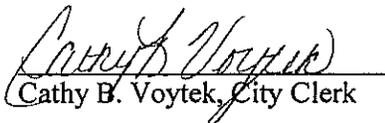
CHARTIERS-HOUSTON AREA SCHOOL DISTRICT:

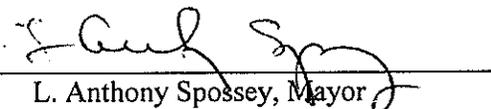
Witness

BY: 
John George, Superintendent

ATTEST:

CITY OF WASHINGTON, PENNSYLVANIA


Cathy B. Voytek, City Clerk

BY: 
L. Anthony Spossey, Mayor

AGREEMENT

This Agreement made this 9th day of April, 2009 by and between the City of Washington, hereinafter referred to as ("City"), having a principal business location at 55 West Maiden Street, Washington, Pennsylvania and the Peters Township Swim Club, hereinafter referred to as the ("Club"), Kim Phillips, President, Peters Township Swim Club 238 King Richard Drive, McMurray, Pennsylvania 15317

WHEREAS, the City is the owner of certain parcels or tracts of land, located within the City of Washington that are collectively referred to as the Washington Park; and

WHEREAS, Washington Park is a multi-use recreational facility that is open to the public; and

WHEREAS, the Club is in need of a swimming facility that permits it to teach competitive swimming in a team environment to approximately 120 middle school and high school students; and

WHEREAS, the Club desires to lease the use of the swimming pool and related facilities at the Washington Park, so that its members can train in a pool facility that is at least 50 meters long ; and

WHEREAS, both parties are desirous of memorializing their agreements and understandings through a written agreement upon which the City will receive monetary remuneration for the use of its facilities by the Club; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and for such other good and valuable consideration, the sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the parties hereby agree as follows:

1. The Club shall pay to the City on or before June 1, 2009, the sum of six hundred and 00/100ths dollars (\$600.00) as a rental payment for use of designated facilities at the Washington Park, for a period beginning January 12, 2009 through August 28, 2009, subject to any other discounts granted herein.

2. It is anticipated that the Club will utilize the City pool facilities for successive seasons following the end of the initial term of this Agreement. The parties hereto agree that this Agreement shall be automatically renewed on a year to year basis if the Club fails to give the City written notification of its intent to terminate this Agreement on or before January 1, 2009 and every year thereafter. The parties agree that said Agreement will be renewed under the same terms as stated herein, subject to an increase in rent, which shall not be any more than \$100.00 in any given year.

3. In recognition of the aforesaid pledged consideration, the Club shall have use of the Washington Park swimming pool. The Club shall enjoy priority of use of the swimming pool Monday through Friday from 8:00 a.m through 10:00 a.m. during the term of this Agreement over all other groups or individuals, beginning June 12, 2009 through August 21, 2009. In addition, the Club may utilize all other un-enumerated common facilities which do not require admission or lease fees. The Club shall notify the City Director of Parks and Public Buildings at least five (5) days prior to any proposed use in an effort to avoid scheduling problems and to verify that the facility to be utilized is not subject to a charge, separate and apart from the consideration pledged under this Agreement.

4. The Club agrees to be solely responsible for providing all hardware and equipment that is required for its operations and programs at the Washington Park pool. The Club requires the use of

five (5) twenty-five yard ropes in order to establish swimming lanes in the pool. The Club has estimated that these ropes will cost a total amount of \$2,000.00. In an effort to assist the Club in procuring said ropes and hardware, the City has agreed to grant the Club a discount in rent of \$250.00 for 2009, only, in consideration for the Club agreeing to donate the ropes and related hardware to the City at the conclusion of the term herein. The parties agree that the covenants in this paragraph shall be considered as a material part of the consideration given herein to induce the City to enter into this agreement.

5. The Club agrees to provide its own lifeguards while the Club is using the Washington Park swimming pool. When the Club uses the entire pool, it shall be responsible for providing a total of four (4) lifeguards. If the Club only utilizes the shallow end of the pool, it shall only be responsible for providing three (3) lifeguards.

6. The Club shall provide the City with proof of liability insurance Public liability insurance in the minimum amount of \$1,000,000 for losses from occurrences resulting in bodily injury or death and \$500,000 for loss from occurrences resulting in damage to or destruction of property and hereby agrees to name the City as an additional insured on said policy.

7. The Club agrees to appoint a designated representative of the Club and provide notice to the City as to the identity of said individual(s) whenever utilizing the Washington Park pursuant to this Agreement.

8. The Club agrees that its use of Washington Park facilities shall at all times be subject to the established rules and regulations of Washington Park and such other rules, regulations and policies as promulgated by the City from time to time.

9. The Club agrees that upon use of Washington Park by any of its employees, agents,

invitees and/or volunteers for the purposes specified herein, the Club shall defend, indemnify, and hold harmless the City from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of the Club, its personnel, employees, agents, students, contractors, or volunteers in connection with or arising out of the Club's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to the City for all legal expenses and costs incurred by it.

10. The waiver by the City or by the Club of a breach of any provision of this Agreement by the other party shall not operate, or be construed, as a waiver of any other breach of such other party.

11. This Agreement shall inure to the benefit of, and be binding upon the City and Club, its successors and assigns, forever and ever. This Agreement shall be binding on the parties herein, their heirs, executors or administrators, and/or legal representatives, and shall not be assignable by the Club for any reason.

12. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

13. The parties agree that this Agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania.

14. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

15. It is understood and agreed that this Contract contains the entire agreement between the parties hereto and there have been no oral or other agreements of any kind whatsoever, as a condition precedent or to induce any one to the signing of this agreement or otherwise, concerning this agreement or the subject matter hereof between the parties hereto, nor shall change, addition or amendment be made hereto or to any of the terms, covenants or conditions hereof except by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents, each intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

PETERS TOWNSHIP SWIM CLUB

By: Kim Phillips

Kim Phillips (Name)

P75C PRESIDENT (Title)

CITY OF WASHINGTON, PENNSYLVANIA

By: L. Anthony Spossey
L. Anthony Spossey, Mayor

ATTEST:

Cathy B. Voytek
Cathy B. Voytek, City Clerk

AGREEMENT

THIS AGREEMENT, made this 1st day of February 2011, by and between the CITY OF WASHINGTON, Washington County, Pennsylvania 15301, hereinafter referred to as City, and WASHINGTON YOUTH BASEBALL, INC., of the City of Washington, Washington County, Pennsylvania 15301, hereinafter referred to as "WYB".

WITNESSETH THAT:

WHEREAS, The City wishes to lease parklands, including fields to be operated for a baseball program by WYB.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. The City shall lease to WYB the eight (8) baseball fields described herein more fully in Exhibit "A" attached hereto and made a part hereof, for a period beginning February 2, 2011 and ending January 31, 2012.
2. WYB agrees to pay the City an annual lease rental of \$1,500.00 per field, or \$12,000.00 for the year 2011.
3. The City agrees that no WYB participant shall be required by the City to pay any additional charges, assessments, or fees to participate in the WYB Baseball Program.
4. WYB agrees to provide the City with a certificate of public liability insurance, including premises and operations insurance, general liability insurance and contractual liability insurance coverage in the amounts of \$500,000.00 for bodily injury and \$500,000.00 for property damage, and to indemnify and save harmless the City from any loss, damage, action or claims on account of the operation of the baseball program as set forth herein by WYB. A certificate of insurance will be forwarded to the City.

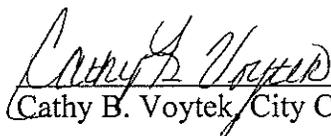
5. WYB shall submit to the City a schedule for use of the fields, and upon approval of the City, the schedule shall become the official schedule for use of the fields, and will not be disturbed for any other activity, except as may be hereinafter specified.
 - a. WYB recognizes that Washington High School will be using Colt Field in carrying out its high school baseball program, and further recognizes that the Washington High School schedule shall take priority over and shall not be interrupted by the WYB program, which schedules Colt Field. The Washington High School schedule will be taken into account prior to the baseball season to facilitate the Washington High School Program.
 - b. WYB agrees that events to be held in addition to the schedule shall be submitted for approval by the City, and that where special events are permitted, any additional rules and regulations of the City shall be adhered to.
 - c. WYB also agrees to cooperate with the City to permit the use of the fields by the general public or by other organizations deemed appropriate by the City on an available basis when not in conflict with the WYB program. The City, within its sole discretion, reserves the right under this Agreement to use the fields, which are the subject matter of the Agreement when not scheduled by WYB.
 - d. No subletting of the fields shall be permitted without the prior approval of the City.
6. WYB agrees to use the facilities and keep them in a proper state of cleanliness and repair and to redeliver them to the City at the end of the term hereof in substantially the same condition as delivered to it.
7. The City agrees to provide trash receptacles for each field leased to WYB. WYB agrees to perform all of the maintenance and litter control to all of the areas described in this lease.
8. The City agrees to locate a dumpster in the Park at a location of its choosing and to see that the trash receptacles are emptied on an orderly basis.

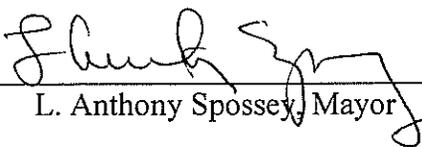
9. The traffic in and around the facilities and in the entire park is the responsibility of the City. WYB shall comply with the traffic pattern established and all temporary and permanent traffic signs.
10. Both parties recognize that parking in the Park is a City responsibility and City undertakes and will hereby agree to maintain, operate and control all existing parking lots and parking facilities and to establish rules and regulations for the efficient and convenient parking as the facilities permit. The rules and regulations established by the City for parking at all facilities shall be strictly adhered to by WYB.
11. WYB agrees that it shall not construct any new baseball fields or other improvements, or alter any existing improvements to the fields. In the event that some improvement is desired and WYB wishes to install or construct said improvement, it shall submit plans and specifications as required by the City for its review and approval.
12. WYB shall submit to the City its annual financial report showing income and expenses for the year 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, intending thereby to be legally bound.

ATTEST:

CITY OF WASHINGTON, PENNSYLVANIA

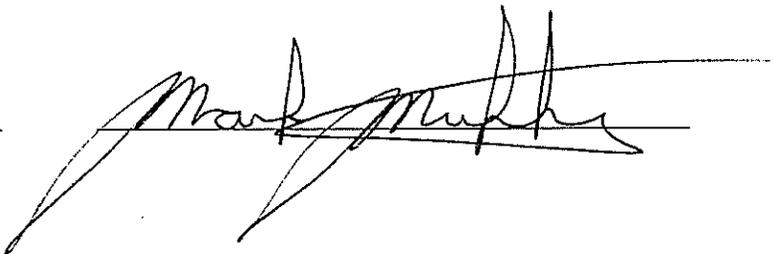

Cathy B. Voytek, City Clerk

BY: 
L. Anthony Spossey, Mayor

ATTEST:

WYB, INC.


Daniel Beon


Mark Muller

A G R E E M E N T

THIS AGREEMENT, made this 1st day of February 2011, by and between the CITY OF WASHINGTON, Washington County, Pennsylvania 15301, hereinafter referred to City, and TRINITY-WASHINGTON INTERAREA SOFTBALL TEAMS, known as TWIST, Inc., of the City of Washington, Washington County, Pennsylvania 15301, hereinafter referred to as "TWIST".

WITNESSETH THAT:

WHEREAS, The City wishes to lease parklands, including fields to be operated for a softball program by TWIST.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, the parties hereto agree as follows:

1. The City shall lease to TWIST the six (6) softball fields herein more fully described in Exhibit "A" attached hereto and made a part hereof, for a period of February 1, 2011 and ending January 31, 2012.
2. TWIST agrees to pay the City an annual lease rental of \$1,500.00 per field or \$9,000.00 for the year 2011.
3. The City agrees that no TWIST participant shall be required by the City to pay any additional charges, assessments, or fees to participate in the TWIST Softball Program.
4. TWIST agrees to provide the City with a certificate of public liability insurance, including premises and operations insurance, general liability insurance and contractual liability insurance coverage in the amounts of \$500,000.00 for bodily injury and \$500,000.00 for property damage, and to indemnify and save harmless the City from any loss, damage, action or claims on account of the operation of the softball program as set forth hereby by TWIST. A certificate of insurance will be forwarded to the City.

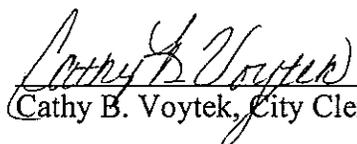
5. TWIST shall submit to the City a schedule for use of the fields, and upon approval of the City, the schedule shall become the official schedule for use of the fields, and will not be disturbed for any other activity, except as may be hereinafter specified.
 - a. TWIST recognizes that Washington High School will be using Field No. 1 in carrying out its high school softball program, and further recognizes that the Washington High School schedule shall take priority over and shall not be interrupted by the TWIST program which schedules Field No. 1. The Washington High School schedule will be taken into account prior to the softball season to facilitate the Washington High School Program.
 - b. TWIST agrees that events to be held in addition to the schedule shall be submitted for approval by the City, and that where special events are permitted, any additional rules and regulations of the City shall be adhered to.
 - c. TWIST also agrees to cooperate with the City to permit the use of the fields by the general public or by other organizations deemed appropriate by the City on an available basis when not in conflict with the TWIST program. The City, within its sole discretion, reserves the right under this Agreement, to use the fields, which are the subject matter of the Agreement when not scheduled by TWIST.
 - d. No subletting of the fields shall be permitted without the prior approval of the City.
6. TWIST agrees to use the facilities and keep them in a proper state of cleanliness and repair and to redeliver them to the City at the end of the term hereof in substantially the same condition as delivered to it.
7. The City agrees to provide trash receptacles for each field leased to TWIST. TWIST agrees to perform all of the maintenance and litter control to all of the areas described in this lease. In addition, the City agrees to be responsible for clean up of the TWIST fields following the 4th of July celebration. The City will use its best efforts to complete clean up the day following the 4th of July celebration.
8. The City agrees to locate a dumpster in the Park at a location of its choosing and to see that the trash receptacles are emptied on an orderly basis.

9. The traffic in and around the facilities and in the entire park is the responsibility of the City. TWIST shall comply with the traffic pattern established and all temporary and permanent traffic signs.
10. Both parties recognize that parking in the Park is a City responsibility and City undertakes and will hereby agree to maintain, operate and control all existing parking lots and parking facilities and to establish rules and regulations for the efficient and convenient parking as the facilities permit. The rules and regulations established by the City for parking at all facilities shall be strictly adhered to by TWIST.
11. TWIST agrees that it shall not construct any improvements or alter any existing improvements to the fields. In the event that some improvement is desired and TWIST wishes to install or construct said improvement, it shall submit plans and specifications as required by the City for its review and approval.
12. TWIST shall submit to the City its annual financial report showing income and expenses for the year 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, intending thereby to be legally bound.

ATTEST:

CITY OF WASHINGTON, PENNSYLVANIA



Cathy B. Voytek, City Clerk

BY: 

L. Anthony Spossey, Mayor

ATTEST:

TWIST, INC.
