

EVERETT SCHOOL DISTRICT NO. 2

RESOLUTION NO. 1146

License Agreement with 7th Inning Stretch

A Resolution of the Board of Directors (the "Board") of the Everett School District No. 2 (the "District") to grant a license permitting the use of the District's athletic facility commonly known as the Everett Memorial Stadium, located at 3721 Oakes Avenue, Everett, Washington 98201, for athletic purposes, to the 7th Inning Stretch, L.L.C., a California corporation dba Everett AquaSox Baseball Club ("Club").

WHEREAS, the District owns real property commonly known as the Everett Memorial Stadium located at 3721 Oakes Avenue, Everett, Washington 98201 (the "Property");

WHEREAS, the Club desires a license to use the Property from the District for athletic purposes;

WHEREAS, the District desires to grant a license to use the Property to the Club for athletic purposes on a schedule and such other terms and conditions compatible with continued use of the Property for school purposes;

WHEREAS, the Board has found that licensing the use of the Property does not interfere with the District's educational program and related activities;

WHEREAS, representatives of the Club and the District have negotiated a form of license, attached hereto as Exhibit A (the "License"), for consideration by the Board setting forth proposed terms and conditions under which the Club would be granted a license to use the Property;

WHEREAS, the Board has the authority pursuant to 28A.335.150 to grant a license to use the Property, on behalf of the District, to the Club;

NOW THEREFORE, BE IT RESOLVED as follows:

1. The Board finds and declares that the Property proposed to be used according to the License is authorized pursuant to RCW 28A.335.150 and does not interfere with the District's educational program and related activities;
2. The Board hereby authorizes and directs the District's Superintendent or his authorized designee, on behalf of the District, to enter into and execute the License; and
3. The Board hereby authorizes and directs the District's Superintendent or his authorized designee, on behalf of the District to do such other and further things

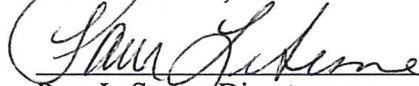
as may be necessary or appropriate to implement, comply with, manage and enforce the terms of the license as contemplated hereby throughout its term.

ADOPTED this 9th day of May, 2017, and authenticated by the signatures affixed below:

EVERETT SCHOOL DISTRICT NO. 2
Snohomish County, Washington



Carol Andrews, Director



Pam LeSesne, Director



Caroline Mason, Director

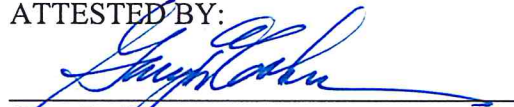


Traci Mitchell, Director



Ted Wenta, Director

ATTESTED BY:



Gary D. Cohn
Secretary, Board of Directors

EXHIBIT A:

LEGAL DESCRIPTION OF THE PROPERTY

Section 29 Township 29 Range 05 Quarter SW - PTN OF SW1/4 SW1/4 SD SEC 29 LY W OF BROADWAY AVE & N OF SSH1-I (SR 526 AS SHOWN ON STATE HWY MAPEVRT JCT F.A. 1.5 WLY) EXC PTN THOF DAF BEG AT SW CORSD SW1/4 SW1/4 TH N02*43 44E ALG W LN THOF 270FT TH N90*00 00E 91.57FT TH S00*19 36E 80.72FT TH S44*41 27E 65.26FT TH S65*13 37E 90.36FT TH S01*30 07W TAP ON CRV OF N LN S/HWY R/W AS CONVDYD PER AF NO. 1561869 AT WH PT TANG TO SD CRV BEARS S75*21 29W TH IN ELY DIR ALG SD CRV TO L HAVG RAD OF 955.92FT TAP ON INT WITH W LN SD SSH 1-A TH SELY ALG SD W LN TO S LN OF SD SW1/4 SW1/4 TH W ALG S LN THOF TO POB & ALSO EXC BEG AT MON 39TH ST & BROADWAY AVE TH S ALG MON LN OF BROADWAY 40FT TH ANG R 90* 71.92FT TO W LN BROADWAY TH ANG R ALG SD W LN 220FT TO TPB TH N TO N LN SW1/4 SW1/4 TH W ALG SD N LN 120FT TH S TAP W OF POB TH E 120FT TO TPB & TGW ALL BLK 924 PLUS VAC ALLEY IN PLAT OF EVERETT DIV M TGW THAT PTN VAC OAKES AVE PER ORD NO. 640-79 DAF BEG SE COR BLK 923 TH N00*00 32W ALGE LN SD BLK 65FT TO S LN OF N 10FT OF LOT 19 IN SD BLK 923 TH N55*37 32E 48.41FT TO C/L SD OAKES AVE TH CONT N55*37 32E 48.40FT TO W LN SD BLK 924 TH S ALG W LN THOF TO N LN VAC 38TH ST TH W TO W LN OF VAC OAKES AVE TH N TO TPB & TGW PTN BLK 923 PLAT OF EVERETT DIV M DAF BEG 10FT S OF NE COR LOT 19 THS TO SE COR LOT 17 TH W 95FT TH NELY TO POB ALSO TGW VAC 38TH ST PER ORD 640-79 LY BTW WLY R/W MGN LOMBARD AVE & ELY MGN OF ALLEY ROCKEFELLER AVE LESS FDT PTNS OF NW1/4 SW1/4 & OF SW1/4 SW1/4 DAF A TR OF LD FOR ST PURPOSES DAF BEG AT SW COR LOT 16 BLK 923 PLAT OF EV DIV M REC VOL 5 PLATS PG 8 TH N89*59 46W AT R/A TO W LN SD LOT 16 BLK 923 DIST 39.955FT TAP ON CTR LN OF ROCKEFELLER AVE AS SHOWN ON SD PLAT TH S00*00 14W ALG SD C/L DIST 9.98FT TH N89*59 46W DIST 39.955FT TO SE COR LOT 17 BLK 922 SD PLAT TH N89*58 49W ALG S LN SD LOT 17 DIST 123.93FT TO SW COR SD LOT 17 TH S00*01 14W ALG SLY PROJ OF W LN SD LOT 17 DIST 0.15FT TAP ON N LN SD SW1/4 SW1/4 SEC 29 TH N88*53 22W ALG N LN SD SW1/4 SW1/4 DIST 3.75FT TO NW COR SD SW1/4 SW1/4 TH S02*46 58W ALG W LN SD SW1/4 SW1/4 DIST 59.99FT TAP ON ELY PROJ OF N LN LOT 1 BLK 1 PLAT CLIMAX LD CO'S 1ST ADD VOL 4 OF PLATS PG 21 & WH PT BEARS S89*58 49E ALG ELY PROJ OF N LN SD LOT 1 DIST 9.34FT M/L FR NE COR SD LOT 1 TH S89*58 49E ALG ELY PROJ OF N LN SD LOT 1 DIST 108.76FT TH ON A CRV TO L TANG TO PREVIOUS CRSE HAVG A RAD OF 96FT & HAVG A C/A OF 39*58 26AN ARC DIST OF 66.92FT TH N50*04 45E DIST 52.29FT TAP ON SLY PROJ OF W LN SD BLK 923 TH N00*0014E ALG SLY PROJ OF W LN SD BLK 923 DIST 14.03FT TO POB & LESS STRIP OF LD FOR ALLEY PURPOSES 16FT INWIDTH LY E OF & ADJ TO W LN OF SW1/4 SW1/4 SEC 29 & LY S OF ELY PROJ OF N LN SD LOT 1 BLK 1 PLAT CLIMAX LD CO'S 1ST ADD & LY N OF ELY PROJ OF S LN OF N1/2 LOT 14 IN SD BLK 1 ALSO LESS ADD'L R/W TO CITY OF EVE PER SWD REC AF 9707230180 EXC BLDG [ESPRESSO STAND] - REFER TO 29052900300101 FOR BLDG [TAXABLE]

EXHIBIT B:

LICENSE

AquaSox License Agreement

This License ("Agreement") is made and entered into this ____ day of _____, 2017, by and between EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation ("District") and 7th Inning Stretch, L.L.C., a California corporation ("Club") dba Everett AquaSox Baseball Club.

Witnesseth:

WHEREAS, District desires to grant a license for use of the baseball playing field; south parking lot; spectator areas; baseball field press box, storage areas, three dressing rooms, public restrooms and concession stands designated by the District for the baseball playing field; laundry room; training room; weight room; practice football field; batting cage; and ticket booths; all of the foregoing being referred to collectively as "the Facilities" and being located on real property owned by District commonly known as Everett Memorial Stadium, 3721 Oakes Avenue, situate in the City of Everett, Snohomish County, Washington ("Premises") while retaining the right to redevelop and/or change the use of certain portions of the Facilities during the term of this license; and

WHEREAS, both parties recognize and appreciate the broad community efforts that have occurred to remodel the facilities; and

WHEREAS, Club desires to provide the general public with certain professional baseball games; and

WHEREAS, District will benefit from the participation of the community at athletic events at its facilities;

NOW THEREFORE, in consideration of the covenants and under the terms and conditions hereinafter set forth, District hereby grants to Club a non-exclusive license as to the Facilities.

1. Term.
 - a. Initial Term:

Subject to the District's discretion as described below, Club shall have a license to use the Facilities for 38 games and related activities on those days, post-season playoff games, and 10 practices in the Season for the years 2018 through 2020, inclusive, the Initial Term. The Season shall commence 10 days prior to the Northwest League Baseball season as determined by The Northwest League Directors, and terminate upon termination of such season; but, in any event, not later than September 15 for the regular

season or September 22 for post-season playoff games ("the Season"). Club agrees to notify District in writing within five (5) days following receipt by Club of the Northwest League Baseball schedule of games, including post-season playoff dates, for each Season. District and Club will consult with each other and attempt to schedule dates and times for 38 games, 10 practices, and post-season playoff dates for each Season, taking into consideration the interests of District and Club and the concerns of the Everett American Legion Baseball Club and Everett Merchants Baseball Club. District will use its best efforts to make the Facilities available to Club on those certain dates and at those times scheduled for Northwest League baseball games and practices. In the event the Club is involved in post-season playoff games the Club will use its best efforts to make locker room space available for the District's high school football program. Notwithstanding the foregoing, District, in its sole discretion, shall have the right to determine the days and times during which Club may occupy the Facilities. Club will have no claim for damages against District in the event certain days and times are not made available to Club in District's sole discretion. District and Club agree to meet at least annually to help foster and maintain a good working relationship and to discuss scheduling, potential conflicts, and other issues related to this license.

The baseball stadium, including concession stands and public restrooms, football practice field, dressing rooms and training room shall be entirely available to Club for the calendar day on Club's scheduled game days, playoff game days, the day preceding a home stand (not to exceed five such days), and the ten practice days; except that (a) Club shall end such practice use by 4:00 PM on the first five days of that ten day period, (b) high school football practice can occur on the practice football field until the baseball ticket gates open (one hour prior to the game times), and (c) tents placed on the football practice field must be removed at least 1 week prior to the first high school football practice. Any other activities on the Premises occurring on Club days must be scheduled so that Club can use the Facilities three hours before the starting time of Club's games.

b. Option to Extend Term:

Club holds an option to renew this License Agreement for an additional four (4) years. To exercise the option for an additional four (4) years under the terms of this Agreement, Club shall advise District in writing, prior to the commencement of the 2020 Season, of Club's intention to extend the License Agreement under the terms established herein.

2. Consideration. As additional consideration for the license granted hereunder, for each Season, Club agrees to pay the District, reasonable costs for Club's occupancy or use of the Facilities including but not limited to the following:

- (a) The cost of all utilities consumed by Club at the Facilities during the Season. District, in its discretion, may require a reasonable utilities deposit. Payment will be made within 10 days of billing by the District.
- (b) Payment to a capital reserve fund to provide for replacement and renovation of the Facilities, in the following amounts for the years indicated:

2018: \$29,247

2019: \$30,271

2020: \$31,330

Option Years if Exercised:

2021 \$32,427

2022 \$33,562

2023 \$34,737

2024 \$35,952

- (c) Payment for maintenance of the Facilities in the following amounts for the years indicated, which will be reduced to \$0 in consideration for work performed by the Club as identified in Attachment A and for other work performed by the Club at its discretion.

2018: \$48,000

2019: \$49,680

2020: \$51,419

Option Years if Exercised:

2021 \$53,219

2022 \$55,082

2023 \$57,010

2024 \$59,005

Monies collected herein are to be expended at the Districts' sole discretion.

3. Payments. Payments for 2b above will be made to the District on or before September 1 of each year for each season.

4. Maintenance and Custodial Responsibilities. The District will maintain the Facilities to a standard which will, in the District's sole discretion, accommodate the District's program. Any maintenance or custodial services required on behalf of the Club, which is above the standard provided by the District, will be the responsibility of the Club. In addition, each year from May 31 to September 1 or the last day of the Club's use of the Facilities, whichever is later, the Club shall provide custodial and maintenance services as identified in Attachment A for the Facilities. Such work shall be done to the District's satisfaction per the Districts' maintenance plan with Club. Additionally, Club will prepare the field for existing summer baseball users with assistance (nonmonetary) from such users.

5. Acceptance of Facilities. Club has seen and examined the Facilities. The District maintains the Facilities to a standard which will, in the District's sole discretion, accommodate the District's program (i.e. - high school level sports). Neither District nor District's agents are liable for any representation or warranty in connection with facilities, The District recognizes that the Club, and the Club's major league affiliate, the Seattle Mariners, have a different standard for the field. The District is willing to work with the Club to investigate and secure additional funding to raise the field's playability to a standard higher than what is needed to accommodate the District's program.

6. Non-Exclusive Use. Subject to the provisions of Paragraph 1 hereof, Club shall be entitled to a non-exclusive license during each Season to use the Facilities.

7. Exclusive Use. Club shall be entitled to an exclusive license during each Season to:

- (a) sell and display advertising upon the outfield fence, provided that such advertising is, in the sole opinion of District, in good taste, and that no tobacco, liquor, wine, or beer products are advertised during District's school year and District shall not direct advertising toward the baseball stadium area of the Premises during each Season, nor contract with any third party for such purposes);
- (b) sell concessions, novelties, programs and other items incidental to the game of baseball;

- (c) broadcast or otherwise disseminate by radio, television, telephone, internet or other means all of Club's home baseball games and workouts;
- (d) sell concessions, including beer and wine, but no other alcoholic beverage, upon the following conditions:
 - (i) No beer or wine will be sold to minors;
 - (ii) Beer and wine will be sold only by responsible adults.
 - (iii) Beer and wine will be sold only during baseball games until the seventh inning.
 - (iv) Beer and wine will be sold from a booth or trailer, separate and apart from the main concession stand. This concession facility shall be maintained in a manner which presents an acceptable appearance. There shall be no vending of beer or wine in stands.
 - (v) No food or beverage of any kind will be allowed to be brought onto the Premises by the public; and
 - (vi) All applicable laws, ordinances, rules and regulations of public authority governing the sale of beer and wine shall be complied with.

8. Purpose. The Facilities are to be used for the sole purpose of providing the general public with certain professional baseball games and for no other business or purpose without the written consent of District. Club is entitled to use only those areas specifically identified as the Facilities in this license. Club use of any other areas is at the sole discretion of the District.

9. Nature of Occupancy.

- (a) Club will not use or allow the Facilities, or any part thereof, to be used for any purpose which shall be unlawful or a nuisance, or contrary to any law, ordinance, rule or regulation of any public authority including, but not limited to, discrimination against any person on the basis of race, sex or national origin.
- (b) Neither the parties hereto nor any party shall charge any fees for parking on the Premises; provided, the Club is entitled to designate up to fifty (50) parking spaces for reserved parking.

- (c) Club will provide, at Club's sole expense, responsible adults (approved by the athletic director of District) to operate the laundry facilities, dressing rooms, training rooms, and baseball playing field.
- (d) Club will be responsible, at Clubs sole expense, for providing an adequate number of adult uniformed security officers, LD. checkers, and ushers for the Facilities and Premises during occupancy.

10. Maintain and Surrender in Good Order. Immediately after each occupancy or use, Club will clean the Facilities and Premises, including but not limited to removing all paper, programs, and other debris, and otherwise keep the Facilities and Premises in a safe, secure, clean and sanitary condition, free from all obstructions, and to the satisfaction of District and the city, county, state and public officials having jurisdiction. Club agrees on the last day of their use of the Facilities each Season, or upon any earlier termination of this Agreement, to surrender the Facilities and Premises to District in as good condition and repair as they are upon commencement of this Agreement, except for the reasonable use, wear and depreciation thereof and except for damage thereto caused by fire, windstorm, earthquake, flood, act of God, riot, public enemy, or other casualty not within Club's control.

11. Personal Property. All personal property of every kind or description that may at any time be in the Facilities or Premises shall be at Club's sole risk, or at the risk of those claiming under Club, and District shall not be liable for any damage to said property or loss suffered by Club caused in any manner whatsoever. The Club shall be solely responsible for all personal property in the facilities or premises, including custodial and maintenance responsibilities, and upon the termination of this agreement all personal property shall be immediately removed from the premises at the Club's sole cost and burden. Personal property includes, but is not limited to the following: Metal storage containers, beer vending system (lines, handles, etc.), video board, point-of-sale system, furniture and equipment.

12. Video Board. A video board and supporting structure, approximately 40 feet wide x 27 feet high, was installed by the Club in left-center field during the 2009 baseball season, and the following additional provisions apply to its installation, use and maintenance:

- (a) Hold Harmless and Indemnification. Installation and use of the video board shall be at the Club's sole risk, and the District shall not be liable for any damage to the video board or loss suffered by the Club caused in any manner

whatsoever. The Club shall hold the District harmless from and indemnify the District from any and all claims, costs, expenses, damages and/or liabilities made against, incurred or sustained by the District, directly or indirectly, in connection with the design, construction, installation, use, and/or maintenance of the video board

(b) Ownership, Use, Maintenance, and Repair of Video Board. The video board shall remain the property of the Club, and the Club shall have sole responsibility for use, maintenance, and repair of the video board. The Club shall, at its sole expense, maintain the video board in good repair and in a fully operational condition. If the board is not maintained in good repair and in a fully operational condition, the Club shall, within 30 days of receipt of written notice from the District, remove the video board and restore the premises as described in Section 12(c).

(c) Removal of the Video Board and Restoration of the Premises. Within 30 days of the termination or expiration of this License Agreement or upon written notice from the District as per Section 12(b), the Club shall remove the video board including footings and supporting structure and restore the premises to the condition as it existed before the installation of the video board. All costs for removal of the video board, restoration of the premises, and associated permits shall be the sole responsibility of the Club, and all work shall be done in a timely and workmanlike manner.

13. Alterations/Repairs. Club will not make, or permit to be made, any changes or alterations whatsoever in the Facilities or Premises without first obtaining the written consent of District in each instance. All such changes or alterations shall remain with the Premises and shall become the property of District.

14. Damage or Destruction.

(a) If the Facilities or Premises are destroyed or damaged by fire, earthquake, or other extraordinary casualty to such an extent as to render them wholly or partially unfit for occupancy in the reasonable opinion of District, then District may, at District's option, revoke and cancel this Agreement. Club shall promptly notify District of any such destruction or damage and District shall notify Club of District's election within a reasonable time thereafter. If District elects to terminate this Agreement, then and in that event all rights,

duties and liabilities with respect to the unexpired portion of the term of this Agreement between the parties hereto shall thereupon cease and terminate.

- (b) If the Facilities or Premises, or any portion thereof, or any equipment of District used by Club, are damaged as a result of Club's occupancy or use thereof, as determined by the District in its sole discretion, Club shall repair such damage to the District's satisfaction at Club's sole expense.

15. Redevelopment and/or Change in Use. District retains the right to redevelop and/or change the use of portions of the Facilities during the term of this license, including the practice football field, batting cage, spectator areas beyond the right field home run fence (the "Homer Porch"), south parking lot and related access roads.

- (a) If the District redevelops or changes the use of the batting cage, the District will provide alternate batting cage facilities on the Premises for the Clubs use.
- (b) If the District redevelops or changes the use of the south parking lot, the District will provide alternate parking facilities on the Premises for the Clubs use, including a minimum of 250 parking stalls.

16. Eminent Domain. If the whole or any part of the Premises shall be acquired or condemned by eminent domain or acquired under threat thereof for any public or quasi-public use or purpose, this Agreement shall cease and terminate from the date title is transferred in connection with such acquisition or condemnation and Club shall have no claim against District for the value of any unexpired term of this Agreement and Club shall not be entitled to any of the proceeds of such condemnation award.

17. Indemnity. Club shall indemnify District and save it harmless from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the occupancy or use by Club of the Premises, or any part thereof, or occasioned wholly or in part by any act or omission of Club, its agents, contractors, employees, servants, invitees, licensees, permittees or concessionaires.

The Club expressly agrees to protect, indemnify and hold harmless the District, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, or rights of action, directly or indirectly attributable to Club's use of the District's facilities and premises with regard to liquor liability, the sale, and consumption of alcoholic beverages, and any damages that may result therefrom, in connection with this agreement except for the sole negligence of the District.

18. Insurance.

- (a) Liability Insurance. Club shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and providing professional baseball games thereon, with a combined single limit for personal or bodily injury and property damage of not less than \$1,000,000. The policy shall name District, and any person, firms, or corporations designated by District, as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving District thirty (30) days' written notice. The insurance shall be provided by an insurance company approved by District and a copy of the policy or a certificate of insurance shall be delivered to District. All public liability, property damage, and other liability policies shall be written as primary policies, not contributing with and not in excess of coverage which District may carry. All such policies shall contain a provision that District, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Club.
- (b) Subrogation. Club waives its right of subrogation against District for any reason whatsoever, and any insurance policies herein required to be procured by Club shall contain an express waiver of any right of subrogation by the insurer against District.
- (c) Fire Legal Limits. Fire liability will be increased for the period June 1, through September 15, annually, to \$1 million. Excess fireworks coverage will be specifically provided for such events.
- (d) Deductible. The Club expressly agrees, in the event of any paid claim or loss which involves mandatory or voluntary insurance deductibles, the payment of the amount of the deductible shall be the sole responsibility of the Club without contribution by the District.

19. Default. If default shall be made by Club in the performance of any of the conditions of this Agreement, Club shall have 10 days from receiving written notice to cure such default, except defaults of an egregious nature shall be cured by Club immediately. If the default is not cured within the time indicated herein, the District shall have the right to re-enter the Premises and remove Club and all other persons therefrom, and this Agreement shall be terminated.

20. Notices. All notices to be given hereunder either by District or by Club shall be deemed to have been given when given in writing by personally delivering or depositing the same in the United States mail, postage prepaid, registered or certified, and addressed to the party at its respective mailing address as herein set forth:

To District: Executive Director, Facilities and Operations
Everett School District No. 2
P.O. Box 2098
Everett, Washington 98203
Attn: Michael T. Gunn

To Club: President
7th Inning Stretch, L.L.C.
404 West Fremont Street
Stockton, California 95203
Attn: Pat Filippone

It is understood that each party may change its address to which notices may be sent by giving a written notice of such change to the other party hereto in the manner hereinabove provided.

21. Assignment. This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Club without the prior written consent of District.

22. Binding Effect. Subject to paragraph 21 above, the rights and obligations set forth herein shall bind and inure to the benefit of the parties hereto, their successors and assigns.

23. Non-Modification. It is mutually agreed that the covenants and conditions herein contained are the full and complete terms of this Agreement and that no alterations, amendments, or modifications of the same shall be binding unless first reduced to writing and signed by both parties hereto.

24. Effect of Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of the terms and provisions to persons and circumstances other than those to which it had been held invalid or unenforceable, shall not be affected thereby.

25. Non-Agency. Club, its agents and employees, are not agents of District and nothing contained herein is intended or shall be construed to create an agency relationship.

26. Compliance With Laws. Club, at Club's expense, agrees to comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to Club or its use of the Premises, and save District harmless from penalties, fines, costs or damages resulting from failure to do so.

27. Waste. Club shall use and occupy the Premises in a careful, safe and lawful manner and shall not commit any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant in the Premises.

28. Costs and Attorney's Fees. If any suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the Court may adjudge reasonable as attorney fees at the trial thereof, or any appeal thereof. Venue of any such suit shall lie in Snohomish County, Washington.

29. Non-Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

In WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

District:
EVERETT SCHOOL DISTRICT NO.2,
a municipal corporation

By

Its Superintendent

7th Inning Stretch, L.L.C.,
a California Corporation
dba Everett AquaSox Baseball Club

By

Its President

STATE OF WASHINGTON)

) ss.

COUNTY OF Snohomish

On this 9th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Cohn, to me known to be the person who signed as Superintendent of EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Debra B Vanderwilt

NOTARY PUBLIC in and for the State of Washington, residing at Everett

STATE OF Washington)

) ss.

COUNTY OF Snohomish)

On this 20 day of April, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me Pat Filippine known to be the person who signed as President 7th Inning Stretch, L.L.C., a corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Jill K. Stoffel

NOTARY PUBLIC in and for the State of Washington, residing at Everett

Attachment A

To License between Everett School District No. 2 and 7th Inning Stretch, L.L.C.
Custodial and Maintenance Responsibilities May 31 - Sept. 1

ALL FACILITIES EXCEPT ATHLETIC BUILDING			
Description	Club	District	Notes
Annual cleaning - entire facilities	X		
Clean-up after club events	X		1
Field lights replacement	X	X	14, 15
Exterior finishes and painting	X		
Plumbing fixture breakage repairs	X		2
Heating ventilation, air conditioning		X	3
Public address system	X		
Electrical-bulbs and fixtures	X		4
Seating	X		5
Infield area	X		6, 12, 13
Outfield Turf		X	6, 13
Walkways	X		
Elevator/Lift		X	
Interior Finishes and painting	X		
Security System		X	
Fire Sprinkler System		X	
Vandalism/Graffiti	X		
Parking Areas	X		11
Storm Drainage System		X	
Water System		X	
Natural Gas System		X	
Roofing and Gutters	X		7
Fencing and safety netting	X	X	8
Door Hardware		X	
Food Service Equipment	X	X	9
Irrigation System – maintenance and repair		X	
Irrigation System – operation	X	X	16
Dugouts/Bull Pen/Warning Track	X		
Annual Recertifications (Elevator, pressure vessels, back flow)		X	10
Landscaped areas	X		12
Integrated Cash Register System	X		
Metal Storage Containers	X		
Furniture and Equipment	X		

ATHLETIC BUILDING (LAUNDRY, SHOWER, DRESSING, TRAINING, AND WEIGHT ROOMS)			
Description	Club	District	Notes
Clean-up after club events	X		
Interior finishes and painting	X		
Annual cleaning	X		
Washing machine and dryer	X		

Notes to Attachment A

To License between Everett School District No. 2 and 7th Inning Stretch L.L.C.

1. The Club will not be required to clean up after events other than Club events.
2. The District will provide routine maintenance of flush valves, and annual preventative maintenance for plumbing fixtures.
3. The Club will be responsible for cleaning vent fans.
4. The District will be responsible for repairs to the power distribution system.
5. The District will provide annual inspection and provide any necessary structural repairs to support system.
6. Includes mowing, thatching, fertilizing, watering, and aerating.
7. District will provide any necessary major roof repairs and annual preventive maintenance.
8. Club will maintain wood outfield fence, and gates in all fences. Costs for maintenance and repair of safety netting will, upon prior written approval of the District, be shared equally by the Club and the District. The District will maintain all chain link fencing.
9. The Club will maintain food service equipment in concession areas used by the Club; the District will maintain food service equipment in concession areas not used by the Club.
10. The Club will secure Health Dept. approvals for Club Concession areas.
11. The District will be responsible for repairing potholes and replacing lights at parking areas.
12. All pesticides and herbicides must be approved by the District prior to application.
13. District at its sole discretion will make mowers and other grounds maintenance equipment available to Club for Club's use on the Facility.
14. The District may, but is not required to, provide replacement lamps and ballasts.
15. The Club will provide the labor for the installation of lamps and ballasts.
16. The District will be responsible for the operation of the irrigation system. The Club has the right to operate the irrigation system to supplement the watering schedule establish by the District.