

**REVOCABLE LICENSE
FOR THE USE OF A PORTION OF THE
JEFFERSON TRANSIT HAINES PLACE PARK & RIDE**

This revocable license is entered into by and between Jefferson Transit Authority (hereinafter referred to as "JTA") and Greyhound Lines, Inc. for the use of a portion of the Haines Place Park and Ride.

WHEREAS: JTA is a public transportation benefit area authorized under RCW 36.57A; providing public transportation service in Jefferson County, Washington;

WHEREAS: Greyhound Lines, Inc. is a private corporation providing intercity bus transportation nationwide; and

WHEREAS: JTA owns the following described properties (hereafter referred to as "the Premises") and uses it as a park and ride lot and public transportation transit center;

Eisenbeis Addition, Block 20 lots 1 to 32 (L S 5' of Lot 1) & Vac Alley Adj

WHEREAS: JTA uses the Premises as a Park & Ride lot; and there is sufficient excess capacity to allow the use of a portion of the lot for other community purposes;

WHEREAS: Greyhound Lines, Inc. wishes to use the Premises for a scheduled passenger load and unload area as outlined in Addendum A, which use JTA believes to be in the public interest;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereby mutually agree as follows:

1. JTA hereby grants and allows Greyhound Lines, Inc. to use a portion of the Premises described as the 12th Street bus pullout, upon the following conditions:
 - a. No obstructions or other use of the Premises may occur excepted as outlined in Addendum A.
2. JTA hereby grants and allows Greyhound Lines, Inc. passengers to use JTA's passenger shelters.
3. Greyhound Lines, Inc. agrees to not interfere with the arrivals and departures of JTA vehicles.
4. Greyhound Lines, Inc. shall be allowed to display its schedule information on the premises.
5. In case any suit shall be brought against JTA on account of any negligent act, action, neglect, omission or default of Greyhound Lines, Inc., Greyhound Lines, Inc. hereby

covenants to assume the defense thereof and pay any and all costs, charges, attorney's fees and other expenses by or obtained against JTA, except any judgments for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of JTA and/or its agents and employees, and except in the case of a judgment for liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JTA and/or its agents or employees, and Greyhound Lines, Inc. and its agents or employees. The obligations of Greyhound Lines, Inc. shall be limited and enforceable only to the extent of Greyhound Lines, Inc. negligence.

6. Greyhound Lines, Inc. shall obtain and keep in force during the term of this revocable license the following insurance coverages:

- a. Worker's Compensation Insurance in compliance with the laws of the State of Washington covering all employees who perform the services for Greyhound Lines, Inc. under this License.
- b. Commercial General Liability Coverage including Bodily Injury/Property Damage, Personal Injury, Products and Completed Operations, Contractual Liability, Premises and Operations, Independent Contractors, and Stop Gap Liability for minimum limits of:

General Aggregate	\$10,000,000
Products Completed Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

JTA, its directors, officers, employees, agents, and volunteer shall be specifically named as an Additional Insured.

- c. All vehicles owned and/or operated by Greyhound Lines, Inc. \$5,000,000
Each Occurrence \$5,000,000

JTA, its directors, officers, employees, agents, and volunteer shall be specifically named as an Additional Insured.

- d. Certificates of Insurance shall be provided to JTA within thirty (30) days after the execution of this revocable license evidencing proof of coverages in accordance with this agreement.

7. Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the JTA General Manager, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to Greyhound Lines, Inc. This shall no way impede Greyhound Lines, Inc.'s right to any

and all legal remedies to which it may be entitled (including a jury trial and determination of facts by a judge or jury) and in no event shall any factual determination by the JTA General Manager be binding in any legal proceeding or have any other preclusive affect.

8. This revocable license may be terminated at any time by either party, without cause, by giving twenty (20) days' written notice. This revocable license is terminable immediately upon a second written notice by JTA to Greyhound Lines, Inc. of a violation of any of the condition of paragraph 1, above, as long as JTA has provided Greyhound Lines, Inc. with a reasonable period of notice to cure any alleged default.
9. This revocable license shall not be transferred or assigned by Greyhound Lines, Inc. to any other party.
10. Greyhound Lines, Inc. agrees to participate in consistent communication regarding the operations and use of the Premises.
11. This License shall be governed by the laws of the State of Washington, and any action to enforce the License shall be brought in Jefferson County, Washington.

IN WITNESS WHEREOF; the parties hereto have caused this License to be executed by and through their respective officers' thereunto duly authorized on the date written below their signatures.

JEFFERSON TRANSIT AUTHORITY

By: Tammi Rubert
Tammi Rubert

Its: General Manager

Dated: 9.4.18

GREYHOUND LINES, INC.

By: Cashlie Goertz
Cashlie Goertz

Its: Projects & Compliance Manager

Dated: 8/23/18

Addendum A

1110	1112	Schedule Number	1111	1113
Daily	Daily	<i>Frequency</i>	Daily	Daily
12:35	6:10	Port Angeles	17:20	23:25
13:05	6:35	Sequim	16:50	22:55
13:40	7:10	Discovery Bay	16:15	22:20
14:05	7:35	Port Townsend (Haines Place)	15:50	21:55
14:50	8:20	Kingston	15:05	21:10
15:10	8:40	Leave Kingston (Ferry)		
		Leave Edmonds (Ferry)	14:25	20:30
15:50	9:20	Edmonds	14:05	20:10
16:15	9:45	Virginia Mason	13:40	19:45
16:17	9:47	Poly Clinic	13:38	19:43
16:19	9:49	Swedish Medical	13:36	19:41
16:21	9:51	Arnold Medical Pavilion	13:34	19:39
16:23	9:53	Harborview Medical Center.	13:32	19:37
16:28	9:58	Seattle Amtrak	13:27	19:32
16:48	10:18	Seattle Greyhound	13:17	19:22
17:00	10:30	VA Hospital	12:55	19:00
17:30	11:00	SeaTac Airport	12:25	18:30



HAINES PLACE PARK & RIDE BUS ZONE MAP

Landes Street

Parking

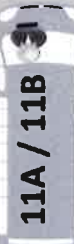


Bus Shelter



Customer Service Office

BUS LOOP



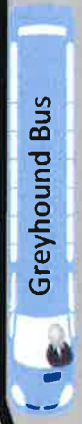
Bike Lockers

Jefferson Transit Bus Shelter
Greyhound Waiting Area

Greyhound Stop



Bus Entrance ONLY



Greyhound Bus

12th Street

Safeway

McDonalds

