

**USE AGREEMENT
BETWEEN THE CITY OF MAPLE VALLEY
AND THE MAPLE VALLEY HISTORICAL SOCIETY**

This Agreement is by and between the City of Maple Valley (hereinafter "City") and the Maple Valley Historical Society (hereinafter "Society"), a private non-profit entity organized under the laws of the State of Washington, collectively "Parties," or individually, "Party."

RECITALS

WHEREAS, the City owns Lake Wilderness Park (hereinafter "Park"), a park formerly owned and operated by King County; and

WHEREAS, the Society had constructed two buildings, the Fire Engine Museum and the Gibbon/Mezzavilla store (collectively the "Museums"), which are located on Park property in the northern portion of the parking lot utilized by the Greater Maple Valley Community Center, as described and shown on Exhibit A; and

WHEREAS, the City's ownership of the Park also includes ownership of these two buildings utilized by the Society; and

WHEREAS, when the Park was owned by King County, the Society and King County operated under a "Joint Development And Cooperative Use Agreement for Lake Wilderness Park;" and

WHEREAS, the Joint Development And Cooperative Use Agreement expired on June 30, 2001 and the Society has been operating without an agreement since that time; and

WHEREAS, the Society operates the Museums as cultural heritage sites designed to preserve the history of the Maple Valley area, with an emphasis on general farming history, culture, crafts, and archaeology of the area; and

WHEREAS, the Society has successfully operated the Museums with community volunteers since 1983; and

WHEREAS, the City desires to enhance the public's knowledge and appreciation of the cultural heritage of the Greater Maple Valley area, promote tourism; and

WHEREAS, the City has determined that the public interest would be best served with the least expenditure of public funds by entering into a two-party agreement whereby the Society continues to develop, operate, and maintain the Museums for the public's education and enjoyment as set forth in the terms of this Agreement, and the City continues to promote the Society's activities, insure the Museums, and provide funding to the Society as budgetary constraints permit; and

NOW, THEREFORE, the Parties mutually agree to the terms, promises and covenants set forth herein:

I. TERMS

1. **EFFECTIVE DATE**: The date the City Manager is authorized to execute this Agreement by the City Council of Maple Valley, will serve as the "Effective Date." Should this Agreement not be fully executed by both Parties within twenty one (21) days of the Effective Date, this Agreement shall become null and void.
2. **DURATION**: The term of this Agreement is ten (10) years from the Effective Date provided the provisions of Section 1 have not otherwise made this Agreement null and void. After the initial ten-year term, this Agreement will be automatically renewed on an annual basis unless the parties agree otherwise.
3. **OWNERSHIP**: The real property on which the Museums are located, as described in Exhibit A, as well as the two buildings comprising the Museums, shall remain the sole property of the City. The personal property stored within each Museum building (e.g., displays, pictures, furniture, clothing, tools, equipment, vehicles, and supplies), remains the sole property of the Society.
4. **REPRESENTATIVES**: Upon execution of this Agreement, the Society will designate one person to be its representative for purposes of administration of this Agreement. The City's representative shall be the Parks and Recreation Director. The Society's written designation to the City shall state the name of the representative, his/her title, mailing address, and phone number(s). The representative must be a person who is authorized by the Society's Bylaws or other governing documents, such as a resolution, to make representations on behalf of the Society, and is preferably an elected Officer of the Society. Should the designated representative change, the Society shall provide written notice to the City that states the date certain that the newly designated representative will begin performing his/her duties on behalf of the Society. A current list of Society Executive Board members shall be attached to this Agreement as Exhibit D. The Society shall update Exhibit D from time to time as Board members change, and such update will be provided in the form of written notice to the City's designated representative, to include an updated Exhibit D. Such update shall not be considered an amendment to this Agreement, and such update shall not require legislative action by the City Council.
5. **COLLABORATION AND INFORMATION SHARING**: The City agrees to consult with and provide information to the Society on master planning efforts for Lake Wilderness Park, including master planning efforts that involve the Greater Maple Valley Community Center.

5.1 Collection and Management of Historical Materials and Artifacts.

The Society shall be the primary party responsible for collecting and managing historical and archival materials relating to the Museums. By making advance requests of the Society, the City shall have access to the information in the historical and archival materials for the purposes of public recreational, interpretive, and related programs.

5.2 Museum Operations.

Society's Obligations. The Society shall pay for the following concerning the Museums' operations: 1) utilities as further detailed below in section 11; 2) janitorial service; 3) grounds maintenance; 4) general maintenance supplies; and 5) premiums for liability insurance as specified in full detail below in Section 20. The Society shall be responsible for all costs

associated with minor repairs and any routine maintenance and/or replacement of fixtures, furniture and equipment related to the Museums. The Society shall be responsible for construction related costs associated with minor repairs, and any associated permitting fees. The Society shall be responsible for payment of any required licensing fees.

The City shall be responsible for liability and casualty insurance coverage for both Museums. City shall purchase and maintain property insurance covering the museum buildings (not the contents therein) for their full replacement value without any coinsurance provisions. The City shall be responsible for repair and/or replacement of the structural components of the Museums, which shall include the roof, exterior walls, foundation, HVAC system, and plumbing that is beyond the fixture drain and trap. The City shall also be responsible for replacement of exterior windows and maintenance when necessary to maintain the structural integrity of the Museums, including maintenance of load bearing members and of main lines of mechanical, electrical, and plumbing systems to the point of entry.

6. GUIDELINES FOR EXHIBIT, PROGRAMMING AND INTERPRETIVE PLAN: The Society shall present the City with guidelines for exhibits and program content as well as an interpretive plan for the Museums. The guidelines and interpretive plan shall also address standards for interior and exterior signs, placards, and labeling. All exterior signs must comply with the City's adopted sign code.

6.1 Permitted Uses. The Society agrees to use the Museums for the primary purpose of providing historical, cultural, recreational, and educational services related to the typical functions of a museum. The Society may use the Museums for organizational purposes including membership activities, and sale of items commonly sold at the Museums. The Society may use the Museums for fundraising activities, providing that the proceeds of such activities are used solely for the development, maintenance and operations of the Society. All activities conducted on the Museum's premises are subject to the Parks and Recreation Department's regulations and policies. Use of the Museum's premises for other purposes, beyond those specified within this subsection, shall not be permitted without the City's prior written consent.

6.2 Hours Open to the Public. The Parties shall collaborate and reach mutual agreement on the days and hours of operation of the Museums by the Society, in order to provide the public ample opportunity to enter and enjoy the Museums. The hours of operation must include at least one Saturday per month, for a minimum of four hours.

7. ANNUAL MEETINGS: The Society designated representative shall meet annually with the City's Parks and Recreation Director and/or designee for the purpose of planning, coordinating, and scheduling improvements, exhibits, program activities, and public meetings to occur in the Museums or on the grounds.

8. NOTICE OF VIOLATION; CURE; DEFAULT: If either Party believes the other is in violation of this Agreement, written notice of such alleged violation shall be provided in writing and delivered to the other Party. The City Manager shall, within ten (10) working days of receipt of said notice, schedule a meeting to review and discuss the alleged violation and shall, within five (5) working days following the meeting, notify the Society's designated representative in writing of his/her findings and conclusions from

such a review. The Party that is determined to be in violation of this Agreement will have thirty (30) days to commence a cure of the violation and a total of sixty (60) days to completely cure the violation. The thirty (30) day period shall commence the next business day after the issuance of the City Manager's written findings and conclusions. The City Council will be notified of the City Manager's written review. In the event the Society is responsible for curing a violation, and fails to do so within the sixty (60) day period, the City may, at its option, cure the default and invoice the Society for any associated expenses. The Society shall promptly make payment on the invoice. Failure by the Society to cure a violation will be considered a material breach of this Agreement, and shall entitle the City to immediately terminate this Agreement and pursue any other available remedy at law or in equity, including damages for such breach.

9. ACCEPTANCE OF PREMISES; CHANGES: The Society has examined the real property on which the Museums are located, including the shared parking lot with the Greater Maple Valley Community Center, and accepts the property in its present condition. The Society agrees to consult with the City on the furnishings, design, and display layout of the building(s) and keep the City apprised of changes if the Society departs from or otherwise makes changes to jointly planned and mutually agreed to: scheduled public viewing hours, programs, and public meetings held in the Museums, or on the grounds.

10. KEY CONTROL: The Society shall provide the City with keys and/or combinations to locks used by the Society within the Museums for purposes of the City's emergency access to the Museum's buildings.

11. UTILITIES: In accordance with Section 5.2 herein, the Society shall provide all sewer, water, electrical, gas, garbage, and telephone utility services at no expense to the City, except as otherwise agreed to in writing. The City shall pay for water service only to mutually agreed areas solely for the purpose of landscape watering.

12. MAINTENANCE AND UPKEEP: The Society will provide a standard level of maintenance services to the grounds and outbuildings that is appropriate for the safe and accessible operation of its Museums. The Society shall promptly correct and/or remove all hazards and potentially dangerous conditions to fully safeguard and protect the public, City and Society employees, their respective agents and officials. The Society shall also promptly report to the City's Parks and Recreation Director and/or designee all hazardous or potentially dangerous conditions.

13. HANDLING EMERGENCIES: The Society shall develop guidelines for addressing emergencies and natural disasters, and such guidelines shall be supplementary to the City's adopted Comprehensive Emergency Management Plan. When beyond its resources, the Society may request City assistance to address potentially dangerous situations, emergencies, and natural disasters. The City shall review such requests and provide support as it deems reasonable.

14. HAZARDOUS SUBSTANCES; LIABILITY ASSOCIATED THEREWITH: As used herein, the term "Hazardous Substance" means any hazardous, toxic, or dangerous substance, waste, or material, which is or becomes regulated under any federal, state, or local statute, ordinance, rule, regulation, or other law now or hereafter in effect pertaining to environmental protection, contamination, or cleanup. The Society shall keep upon the premises, in a location accessible to the

City, on request during normal business hours, copies of all reports regarding hazardous or toxic materials on the premises that the Society has provided to any other governmental agency in the previous quarter. The Society shall, upon request by the City and at the Society's expense, provide the City with a copy of any such report. In the event of any accident, spill, or other incident involving hazardous or toxic matter that the Society is required to report to any governmental agency, the Society shall immediately report the same to the City and supply the City with all information and reports with respect to the same, together with the Society's clean-up or remediation plan and schedule. If such clean-up or remediation plan is not acceptable to the City in the City's sole discretion, the City may so notify the Society and, upon 48 hours prior written notice (or without notice if so required by an emergency) may enter on the premises to conduct the cleanup or remediation and charge the Society the costs thereof. All information described herein shall be provided to the City regardless of any claim by the Society that it is confidential or privileged, provided that the City shall not publish or disclose the information to any third party except to comply with ch. 42.56 RCW. The Society agrees to hold harmless, protect, indemnify, and defend the City from and against any damage, loss, claim, or liability, INCLUDING attorney's fees and costs, resulting from the Society's use, disposal, transportation, generation, and/or sale of any Hazardous Substances and any negligence associated therewith. These indemnities will survive the termination of this Agreement, whether by expiration of the Term or otherwise.

15. INDEMNIFICATION, DEFENSE, HOLD HARMLESS: The Society shall indemnify, hold harmless and defend the City, its elected and appointed officials, agents, employees or volunteers, while acting within the scope of their duties, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of or in connection with the performance of this Agreement, or which arises out of the Society's use of the Museums, or from the conduct of the Society's business, or from any activity, work or thing done, permitted or suffered by the Society, its elected and appointed officials, agents, employees or volunteers, in or about the Museums, except for injuries and damages caused by the sole negligence of the City.

The City shall indemnify, hold harmless and defend the Society, its elected and appointed officials, agents, employees or volunteers, while acting within the scope of their duties, from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising out of or in connection with the performance of this Agreement, or which arises out of the City's use of the Museums, or from the conduct of the City's business, or from any activity, work or thing done, permitted or suffered by the City, its elected and appointed officials, agents, employees or volunteers, in or about the Museums, except for injuries and damages caused by the sole negligence of the Society.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's (Society's) waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT: Neither Party will assign or sublet its rights or responsibilities under this Agreement without the written authorization of the other Party, which shall not be unreasonably withheld.

17. TERMINATION: This Agreement may be terminated upon written mutual agreement between

the Parties hereto. A mutual agreement to terminate this Agreement will not be effective sooner than six months after a Termination Agreement has been executed between the parties.

17.1 Either party may also terminate this Agreement unilaterally, and dispense with renewal or further renewal, after giving six (6) months prior written notice to the other party. This agreement shall remain in full force and effect during any such notice of termination period.

18. ANTI-DISCRIMINATION: The Society shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Society under this Agreement, on the basis of race, color, religion, creed, sex, sexual orientation, age, national origin, marital status, honorary discharged veteran or military status or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

19. LIENS; PROPOSED CONTRACTS: The Society shall keep the premises free from liens arising out of obligations incurred by the Society. At the City's written request, the Society will furnish written proof of payment made, that if not paid, could provide the basis for a lien on the premises. The Society shall provide the City with a copy of any contracts with service providers for maintenance, repair, or improvements to any buildings or to real property used by the Society under this Agreement.

20. LIABILITY INSURANCE:

20.1 The City shall purchase and maintain property insurance covering the museum building for their full replacement value (but shall not insure the contents therein) without any coinsurance provisions.

20.2 The Society shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Society's operation and use of the Museums.

A. No Limitation.

Society's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Society to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance.

Society shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Society's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

C. Minimum Amounts of Insurance.

Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of insurable items of Society's property and improvements with no coinsurance provisions.

D. Other Insurance Provisions.

The Society's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Society's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

F. Verification of Coverage.

Lessee shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Society.

G. Waiver of Subrogation.

Society and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

H. Notice of Cancellation.

The Society shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance.

Failure on the part of the Society to maintain the insurance as required shall constitute a

material breach of this Agreement, upon which the City may, after giving five business days' notice to the Society to correct the breach, terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

21. ACCESS FOR INSPECTION OR UPKEEP: The City reserves the right to inspect the Museums at a reasonable time and with reasonable notice. The Society's designated representative, or a Society Executive Board member(s) may be present during such times.

22. ALTERATION AND IMPROVEMENTS: The Society will not substantially alter or improve the grounds, Museums or natural resources of the premises without prior review and consent of the Parks and Recreation Director and/or designee, either through the future acceptance of a Site Plan (to be attached as Exhibit B), or on a project by project basis. Ownership of such alterations and improvements will be determined at the time of the improvement, and will be based on such factors as the amount of financing, if any, provided by the City for the improvement. Improvements that will be owned by the City will require a written amendment to this Agreement.

22.1 Time Frame: The City and Society shall agree upon time frames for all improvements and shall annually modify/adjust as needed to more accurately reflect the schedule.

23. PROJECT FINANCING: The Society shall be responsible for all design, construction, maintenance, and operations costs associated with improvements to the Museums. The Society shall be responsible for all fees, inspections, insurance and bonds related to the design, development, and construction or remodeling of the Museums buildings.

24. CONTRACT DOCUMENTS AND BIDDING: The Society shall be responsible for preparing and submitting all of the required information necessary for obtaining any and all required permits, and will be considered the "applicant" pursuant to Ch. 197-11 WAC. The City shall be identified as the "lead agency" for the purpose of State Environmental Policy Act (SEPA) procedural determinations. The Society may request a waiver of fees associated with any City permits and the City may consider such request in accordance with established City policy and state law.

25. PROJECT CONSTRUCTION: The Society shall perform the duties of the "Owner" as defined in any contract documents and specifications. In any construction or improvements to the Museums, and in regards to maintenance and repair of real property wherein land is affected, including trees, the Society shall comply with all applicable laws, statutes, rules, codes, regulations and ordinances, including, without limitation, all necessary governmental permits and approvals.

25.1 If at any time, in the reasonable judgment of the City, the Society or any of its agents, employees, officers, or contractees fails to competently perform the duties stated herein, the City may seek legal remedies using the provisions of paragraph 8.

26. LICENSE TO ENTER PROPERTY: The City hereby grants to the Society a limited license to enter upon its real property, as described in Exhibit A, as necessary solely for the exercise of the rights, duties, and obligations set forth herein.

27. COOPERATION WITH GREATER MAPLE VALLEY COMMUNITY CENTER: Because of the proximity of the Museums to the Greater Maple Valley Community Center, the Society shall share information with the Parks and Recreation Director about Society events that may conflict with or impact activities occurring at the Greater Maple Valley Community Center, consistent with Sections 5 and 7, herein.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS; TAX EXEMPTION: In using the Museums, the Society shall comply with all applicable laws, ordinances and regulations from any and all authorities having jurisdiction. The Society shall provide proof of its tax exempt status to the City, which shall be Exhibit C to this Agreement.

29. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the Parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Proposed changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement.

30. WAIVER: It is hereby agreed that no waiver of any condition or covenant in this Agreement, shall be taken to constitute waiver of any subsequent condition or covenant.

31. SEVERABILITY: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Society, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

32. NOTICES: Any written notice required or permitted to be given herein shall be made via registered or certified U.S. mail, return receipt requested, or delivery in person to the party who is the intended recipient of the notice at the addresses indicated on the signature page herein, or such other respective addresses as either party hereto may from time to time designate in writing.

MAPLE VALLEY
HISTORICAL SOCIETY
President
P.O. Box 123
Maple Valley, WA 98038

CITY OF MAPLE VALLEY
City Manager
P.O. Box 320
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038

With a copy to:
Parks and Recreation Director
P.O. Box 320
22017 SE Wax Road, Suite 200
Maple Valley, WA 98038

33. RECITALS INCORPORATED AS MATERIAL TERMS. The Recitals in this Agreement are incorporated as material terms herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement according to the date reflected herein.

MAPLE VALLEY HISTORICAL SOCIETY

By: Daniel A Nicholas
Name: _____
Title: President
Date: 07-05-2013

CITY OF MAPLE VALLEY

By: David W. Johnston
David W. Johnston,
City Manager
Date: 3/20/2012

ATTEST:

Shaunna Lee-Rice
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Patrick Tano
Lighthouse Law Group, PLLC

Resolution establishing Effective Date: _____

Exhibits

- A – Property Description/Map
- B – Society’s Site Plan
- C – Proof of Tax Exemption (to be provided by Society)
- D – Officers of Board (to be provided by Society)
- E – Insurance (to be provided by Society)

NORTH

REGIONAL TRAIL CORRIDOR

DN
STAIRS

GIBBONS
STORE
30 X 50'

FIRE ENGINE
MUSEUM
30 X 50'

STORAGE
8 X 38'

BRICK WALK

PIPE

FUTURE
MUSEUM

315'

315'

HYDRANT

WITTE RD SE

MAPLE VALLEY HISTORICAL SOCIETY SITE DRAWING

NOT TO SCALE. GENERAL INFORMATION ONLY

Internal Revenue Service
District Director

Department of the Treasury

Date: FEB 27 1984

Our Letter Dated:
May 6, 1982

Person to Contact:
Ellen Oliver

Contact Telephone Number:
(206) 442-5106

The Maple Valley Historical Society
P.O. Box 123
Maple Valley, WA 98038

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(2). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,


District Director

jj

915 Second Avenue, Seattle, Wash. 98174

Letter 1050 (DO) (7-77)

file 2/29/84

Exhibit D

Contact Us | Connect:



SEARCH

Corporations and Charities Division

[Corporations Home](#)
[Nonprofit Home](#)
[Charities Home](#)
[Awards](#)
[Public Notices](#)
[Contact Info](#)

Corporation Detail

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability, or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. While every effort is made to ensure the accuracy of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from the System does so at his or her own risk.

All documents filed with the Corporations Division are considered public record.

THE MAPLE VALLEY HISTORICAL SOCIETY

UBI Number	601810094
Category	REG
Profit/Nonprofit	Nonprofit
Active/Inactive	Active
State Of Incorporation	WA
WA Filing Date	06/22/1981
Expiration Date	06/30/2013
Inactive Date	
Duration	Perpetual
Registered Agent Information	
Agent Name	David Pilgrim
Address	23015 SE 216TH WAY
City	MAPLE VALLEY
State	WA
ZIP	98038
Special Address Information	
Address	PO Box 123
City	MAPLE VALLEY
State	WA
Zip	98038

Governing Persons

Title	Name	Address
Director	ACKER, SHERRIE	PO BOX 123 MAPLE VALLEY, WA 98038
Treasurer	PILGRIM, DAVID	PO BOX 123 MAPLE VALLEY, WA 98038
Director	SECORD, BARBARA	PO BOX 123 MAPLE VALLEY, WA 98038

President	NICHOLAS, DAN	PO BOX 123 MAPLE VALLEY, WA 98038
Vice President	PEACOCK, RICHARD	PO BOX 123 MAPLE VALLEY, WA 98038
Secretary	PILGRIM, SUE	PO BOX 123 MAPLE VALLEY, WA 98038
Director	Solvey, Tandra	PO Box 123 Maple Valley, WA 98038

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Washington Secretary of State · Corporations Division
801 Capitol Way South
PO Box 40234, Olympia WA 98504-0234
(360) 725-0377

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01-31-2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

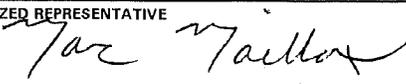
PRODUCER HUB INSURANCE AGENCY, INC/PHS 819924 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Ins Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED MAPLE VALLEY HISTORICAL SOCIETY PO BOX 123 MAPLE VALLEY WA 98038																					

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>	52 SBA PL1128	02/14/2013	02/14/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							\$							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	52 SBA PL1128	02/14/2013	02/14/2014	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$ 1,000,000														
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000														
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER The City of Maple Valley Attn: Tony McCarthy PO Box 320 Maple Valley, WA, 98038	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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