

FRANKLIN COUNTY RESOLUTION 2019 067

BEFORE THE BOARD OF COMMISSIONERS OF FRANKLIN COUNTY WASHINGTON

RE: NAMING RIGHTS AGREEMENT BETWEEN FRANKLIN COUNTY AND HAPO COMMUNITY CREDIT UNION FOR THE TRAC CENTER EFFECTIVE MARCH 1, 2019 THROUGH MAY 31, 2029

WHEREAS, TRAC serves as a venue for trade, recreation, agricultural, convention and a multitude of other events; and

WHEREAS, the TRAC General Manager desires to raise additional revenue with which to fund operations and services; and

WHEREAS, HAPO Community Credit Union desires to place its brand name on the TRAC Facility; and

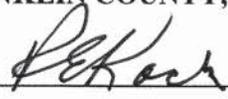
WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached contract as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached "The HAPO Center" Naming Rights Agreement effective March 1, 2019 through May 31, 2029.

APPROVED this 12 day of MARCH, 2019.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON



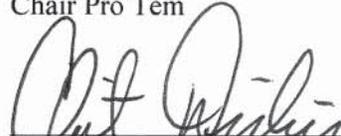
Chair



Chair Pro Tem

Attest: 

Clerk of the Board



Member

Originals: Clerk of the Board
HAPO Community Credit Union

Copy: TRAC, City of Pasco, Prosecuting
Attorney's Office, Auditor

THE HAPO CENTER NAMING RIGHTS AGREEMENT

THIS CONTRACT is made and entered into by and between FRANKLIN COUNTY, a political subdivision, with its principal offices at 1016 North 4th Avenue, Pasco, WA 99301 (hereinafter "COUNTY"), and **HAPO Community Credit Union**, with its principal offices at 601 Williams Blvd. Richland, WA 99354 (hereinafter "ADVERTISER").

WHEREAS, TRAC serves as a venue for trade, recreation, agricultural and a multitude of other events; and

WHEREAS, ADVERTISER is promoter for the "HAPO Community Credit Union" brand name; and

WHEREAS, ADVERTISER wishes to place its HAPO brand name on the TRAC Center Building.

NOW, THEREFORE, for and in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. PARTIES

The parties to this Agreement are the TRAC and ADVERTISER. This Agreement shall not intend for any third-party beneficiaries.

2. GENERAL PROVISIONS

This Agreement has an Effective Date of March 1, 2019, or soon thereafter as it may be executed by authorized representatives of each party, whichever occurs first. The term of this Agreement shall continue through 10 years, unless terminated sooner as set forth herein. This Agreement may be renewed on similar terms and conditions by the mutual written agreement of authorized representatives of both parties. TRAC shall not grant any other person, corporation, public entity, partnership or other entity any other entity naming rights as outlined in this Agreement to the TRAC main building itself as a building, during the term of this Agreement. TRAC may still grant advertising space within the TRAC Facility to other advertisers not in direct competition with the HAPO Community Credit Union brand (Credit Unions, Banks, Mortgage Companies, Investment and Financial Services Firms) but advertising space for direct competitors shall not be permitted anywhere in the TRAC venue covered by this Agreement, which shall include the parking areas, the event space, the ice pavilion, the facility ground, and the signage located at RD 68 and on the I-182 freeway.

"**The HAPO Center**" shall be defined and described as the full TRAC venue; this would include the parking areas, the event space, the ice pavilion, and the facility grounds located at 6600 Burden Blvd., Pasco, Washington. For clarification purposes, it does not include the Franklin County RV Park.

3. ADVERTISING RIGHTS AND LICENSE

ADVERTISER acknowledges that TRAC is owned and operated in partnership with Franklin County and the City of Pasco; that Franklin County has full rights to operate, manage and schedule all events held at the TRAC Center and that Franklin County controls all rights and licenses to any advertising associated within the TRAC Center. ADVERTISER agrees to purchase naming rights at the TRAC Center for a basic

offer of one million and 00/100 dollars (\$1,000,000.00) paid over ten years and the County agrees to provide license thereto as described below:

3.1 “THE HAPO CENTER” NAMING RIGHTS:

- a) HAPO reserves all naming rights to the full TRAC venue; this would include the parking area, the event space, the ice pavilion, and the facility building and grounds, except the Franklin County RV Park. No other or additional room sponsorships within/or on the TRAC premises shall occur, i.e. rooms, hallways, etc. TRAC reserves the right to continue to sell digital advertising for our internal monitors, the Road 68 sign and the I182 freeway sign. Subject to the restriction regarding direct HAPO competitors as set forth in Section 2 above.
- b) Any and all areas that currently encompass the name “TRAC” including any additional areas included by this agreement shall be renamed “The HAPO Center”. The name “TRAC” shall be removed from all signage, marketing, promotional material, and correspondence. “The HAPO Center” shall replace any/all referenced communications where otherwise referred to as “The TRAC”.
- c) Any off site TRAC advertising shall incorporate “The HAPO Center” rebranding.
- d) Subject to date and space availability, HAPO is entitled to two (2) free one day events at the TRAC facility annually (possibly including but not limited to the HAPO Employee Awards Banquet, HAPO Annual Membership Meeting, and other HAPO sponsored events). Event dates are subject to availability. One (1) event can be scheduled annually; the second event can be booked no earlier than 120 days prior to event to ensure other customers have the opportunity to secure dates prior to a HAPO event being scheduled. This event use agreement is only to include a waiver of room rental fees. HAPO will be responsible for the costs associated with food and beverage, décor, set up/tear down fee, equipment rental, event resources such as power, audio visual etc.
- e) Ongoing and consistent digital marketing ads for HAPO shall be included in the rotation on all interior and exterior reader-boards, including signage on I-182 and at RD 68. HAPO will be responsible for providing TRAC all digital content to be placed on reader boards and interior televisions.
- f) HAPO has the right to park and staff the HAPO Mobile Branch at the TRAC Center during desired events, or at other times at HAPO’s discretion. During events, the location of the Mobile Branch is subject to TRAC and the independent promoter’s approval as to not take up rentable space that would have been otherwise available to the promoter.
- g) HAPO shall have first right of refusal for main sponsorship opportunities for entertainment/other events put on by TRAC. This section would not apply to events put on by independent promoters as they maintain the ability to secure sponsors for their events.

3.2 SIGNAGE AND DISPLAYS:

Unless otherwise provided herein, HAPO shall provide at its sole cost and expense signage at the following locations bearing "The HAPO Center" name:

1. Directional Signage:

- a) Directional signage for the Complex located on I84 before exit 9 mile 10 west bound, exit 9 mile 11 east bound, before the Road 68 exit subject to State of Washington Department of Transportation regulations.
- b) Directional signage located at
 - a. Corner of Rodeo Drive & Convention Place
 - b. Rodeo Drive just before Convention Place to the south
 - c. Convention Place to the west of Homerun Rd
 - d. Southwest corner of Convention Place & Burden Rd
 - e. West side of Road 68 can view when using the westbound exit 9 from I182
 - f. East side of Road 68; can view when using the eastbound exit 9 from I182
- c) Subject to City of Pasco and Franklin County regulations
- d) Directional signage may be placed at other locations as determined by HAPO in its discretion and at its sole cost and expense.

2. Interior Building Locations:

- a) Directional signage located above TRAC Administration door.
- b) Designated branded kiosk either in the foyer or in main event areas. This would include HAPO material and the ability to staff with HAPO employees during desired events.
- c) TRAC owned interior ATM branded with HAPO Marketing.
 - a. HAPO is responsible for:
 - i. Programming of the TRAC owned ATM's to meet current industry standards and ADA compliance.
 - ii. High speed wireless internet modems and service
 - iii. Standard ATM services include, but are not limited to: provide paper for ATM receipt printer, ensure proper stickers/logos are posted, provide all costs associated with preventative maintenance and/or upgrades of ATM's; telephone support; provide all repair service for equipment provided by the County at HAPO's expense.
 - iv. HAPO will maintain the current TRAC owned ATMs with the understanding that if TRAC opts not to purchase replacement ATMs when needed, HAPO shall be allowed to purchase new ATMs and install per TRAC guidelines, which if purchased by HAPO will become HAPO assets that will be removed at end of contract, unless TRAC wished to acquire the ATM at that time for their fair market value.
- d) Interior signage in the ice pavilion to be located in a mutually agreed upon location by TRAC and HAPO.
- e) Interior signage package, including branded signage throughout entire venue, at locations that are mutually agreed upon by TRAC and HAPO should reasonably select, including the addition of digital TV screens with HAPO marketing.

3. Exterior Building Locations:

- a) Neon signage located on the front of the TRAC Building.

- b) Digital Sign located on Road 68.
- c) Digital Sign located on I84, behind the City of Pasco baseball complex.
- d) TRAC owned exterior ATM, or any HAPO replacement ATM, branded with HAPO Marketing.
 - a. HAPO is responsible for:
 - i. Programming of the TRAC owned ATM's to meet current industry standards and ADA compliance, with the right to replace ATMs should they become functionally obsolete at HAPO expense and with understanding they may be removed at end of term if HAPO purchases any replacement ATMs
 - ii. High speed wireless internet modems and service for ATM's
 - iii. Standard ATM services include, but are not limited to: provide paper for ATM receipt printer, ensure proper stickers/logos are posted, provide all costs associated with preventative maintenance and/or upgrades of ATM's; telephone support; provide all repair service for equipment provided by the County at HAPO's expense.
 - iv. HAPO will maintain the current TRAC owned ATMs with the understanding that if TRAC opts not to purchase replacement ATMs when needed, HAPO shall be allowed to purchase new ATMs, which if purchased by HAPO will become HAPO assets that will be removed at end of contract, unless TRAC wished to acquire the ATM at that time for their fair market value.
- e) Addition of an exterior drive-up HAPO owned ATM located in the main venue parking lot area, at a location to be reasonably agreed upon by the parties subject to City of Pasco regulations.
- f) Exterior HAPO owned ATM package located at the ice pavilion location to be mutually agreed upon by TRAC and HAPO.

4. Other Locations:

The location of the signage and number of signs shall be mutually and reasonably agreed upon between the parties but minimally shall include the signage outlined in 3.2 above.

3.3 LIMITATIONS ON RIGHTS AND LICENSE

- a) All forms of advertising as permitted by this Agreement, including construction, materials, layout, content, and colors shall be subject to the reasonable approval by TRAC prior to posting.
- b) TRAC reserves the right to remove any advertising or signage that has become hazardous, worn, disfigured, or otherwise unsuitable for display. Upon such removal, ADVERTISER shall have the right to replace the removed advertisement or signage subject to the provisions of this Agreement.

4. ADVERTISING PLACEMENT, MAINTENANCE, REPAIRS, AND REPLACEMENT

- a) The ADVERTISER shall, at its sole expense, place or install all posted signs or advertising.
- b) The ADVERTISER shall, at its sole expense, remove all posted signs or advertising upon the termination of this Agreement unless allowed to remain after obtaining prior approval from TRAC, which shall not be unreasonably withheld. If ADVERTISER fails to remove all posted signs or advertising within thirty (30) days of termination TRAC may remove all advertising at ADVERTISER'S sole expense.
- c) The ADVERTISER shall, at its sole expense, maintain the posted signs or advertising, and shall be responsible for all repairs or replacement required by vandalism, theft, general wear and tear, or any other reason, excluding direct fault of TRAC or its employees.
- d) In the event the ADVERTISER wishes to change the layout, content, and/or colors of the posted sign or logo, it may do so at its sole expense.
- e) The ADVERTISER shall pay all expenses for sign production.
- f) The ADVERTISER will undertake no construction on the subject premises without the prior consent of the TRAC Center. Such approval will not be unreasonably withheld. TRAC shall consult with the ADVERTISER before making any substantial alterations to grounds or existing buildings.

5. NAMING RIGHTS FEES

- a) ADVERTISER shall pay naming rights fee to TRAC at the sum of One Million Dollars and no cents (\$1,000,000.00) in consideration of this agreement with a yearly payment of One Hundred Thousand Dollars and no cents (\$100,000). The first yearly payment is due at the execution of this agreement and each year after on the anniversary date of the execution of this agreement.
- b) Failure by ADVERTISER to timely pay naming rights fee shall be grounds for termination of the Agreement. Timely for the purpose of this agreement is within 30 days of the payment due date; provided COUNTY has first given ADVERTISER 10 days written notice and opportunity to cure. TRAC may remove and replace any advertising or signage at ADVERTISER'S expense for untimely payment.

6. ASSIGNMENT

ADVERTISER shall not assign, transfer or permit any other person to use the HAPO Center ad space without expressed written approval of TRAC authorized representatives.

7. COPYRIGHT MATERIAL

ADVERTISER warrants that all copyright material to be published has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify, defend, and hold TRAC Center, Franklin County, and the City of Pasco harmless from any claims, losses, or expenses incurred with regard thereto.

8. TERMINATION

TRAC may terminate this Agreement for convenience by giving the ADVERTISER one (1) years written notice thereof; provided, if COUNTY exercises its right to terminate for convenience prior to the end of the initial ten (10) year term, the COUNTY shall reimburse ADVERTISER the unamortized portion of its costs associated with naming rights not to exceed \$150,000. Amortization shall be on a straight-line basis and will shall not exceed \$150,000 and any dispute regarding this issue shall be resolved pursuant to Section 12 unless the parties are able to agree otherwise. Should TRAC Center terminate this Agreement for convenience within the ten (10) year Term of this Agreement, TRAC Center may not re-sell the naming rights provided herein to another ADVERTISER for more money per annum than originally agreed upon herein during the remainder of said Term.

ADVERTISER may terminate this Agreement for convenience by giving the TRAC one (1) years written notice thereof. Yearly naming rights fees must continue to be paid until the termination date. There shall be no reimbursement of the naming rights fee already paid upon ADVERTISER's termination for convenience.

Either party may terminate this Agreement, without liability to the other party, if the defaulting party: (1) repudiates or breaches any of the terms of this Agreement; or (2) fails to make progress so as to endanger timely and proper completion of its services; and does not correct such failure or breach within Fourteen (14) , or such shorter period if commercially reasonable, after receipt of written notice from the non-defaulting party specifying such failure or breach.

Either party may terminate this Agreement immediately, without liability to the other party, upon the happening of any of the following or any other comparable event: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization, or receivership law; (3) execution of any assignment for the benefit of the other party's creditors; or (4) appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment, or appointment be withdrawn or nullified within fifteen (15) days of such event.

In the event of termination for any reason, any and all hard signage and assets would remain HAPO property and would be removed from the facility at HAPO expense unless TRAC elected to purchase assets at fair market value

9. IDEMNIFICATION

ADVERTISER agrees that it will hold harmless, defend, and indemnify TRAC Center, Franklin County, and the City of Pasco, its employees, and all others from and against any and all claims for damages, losses, injury to persons, and expenses, including attorney's fees arising out of or resulting from ADVERTISER's performance or non-performance under this Agreement. This Indemnification clause shall survive the termination of this contract.

10. INSURANCE

a) Commercial General Liability Insurance

ADVERTISER shall maintain commercial general liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars (\$1,000,000) per occurrence. The general aggregate

limit shall apply separately to this Agreement and be no less than two million dollars (\$2,000,000).

The Advertiser will provide commercial general liability coverage which does not exclude any activity to be performed in fulfillment of this Agreement. Specialized forms specific to the industry of the ADVERTISER will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.

The general commercial liability policy will contain an endorsement naming the **FRANKLIN COUNTY, CITY OF PASCO, AND TRAC CENTER**, as an additional insured (CG2010) and an endorsement that specifically states that CONTRACTOR's general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

b) Workers Compensation

ADVERTISER shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of ADVERTISER and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, ADVERTISER waives all rights of subrogation against the TRAC Center, Franklin County, and the City of Pasco for recovery of damages to the extent they are covered by workers compensation, employers liability, commercial liability or commercial umbrella liability insurance.

If ADVERTISER, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and TRAC incurs fines or is required by law to provide benefits to or obtain coverage for such employees, ADVERTISER shall indemnify the TRAC Center, Franklin County, and the City of Pasco. Indemnity shall include all fines, payment of benefits to ADVERTISER or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to TRAC by ADVERTISER pursuant to the indemnity agreement may be deducted from any payments owed by TRAC to ADVERTISER for performance of this Agreement.

11. CHOICE OF LAW, JURISDICTION AND VENUE

1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
2. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Franklin County, Washington.
3. The ADVERTISER shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

12. MEDIATION/ARBITRATION CLAUSE

1. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Commercial or Construction Rules before resorting to arbitration. The mediator may be selected by agreement of the parties. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through binding arbitration which shall be conducted under the American Arbitration Association's Commercial or Construction Arbitration Rules. The arbitrator may be selected by agreement of the parties. All fees and expenses for medication or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

13. WORK TO BE DONE IN ACCORDANCE WITH INDUSTRY STANDARDS

1. The ADVERTISER shall perform according to standard industry practice any and all work specified by this Agreement.
2. The ADVERTISER shall complete its work in a timely manner and in accordance with any schedule agreed to by the parties.
3. The ADVERTISER shall obtain any and all permits or licenses required by law to carryout the work specified in this Agreement prior to the commencement of such work.

14. CONTRACTUAL LIABILITY

The ADVERTISER agrees that it does not have the power and will not attempt to obligate or bind TRAC to any contractual liability. Any attempt by the ADVERTISER to do so will be grounds for termination of this agreement.

15. MODIFICATION

No change, alteration, modification, or addition to the Agreement will be effective unless it is in writing and properly signed by both parties.

16. WAIVER

The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of the this Agreement.

17. SEVERABILITY

1. If any part, term, or provision of this Agreement invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

2. If it should appear that any provision of the Agreement is in conflict with any statutory provision of the state of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

18. NON-DISCRIMINATION

In performing under this Agreement the ADVERTISER shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, honorably discharged veteran status, or any other legally protected status.

19. ACKNOWLEDGEMENT

The parties agree they have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption of burden of proof favoring or disfavoring any party by virtue of authorship or any of the provisions of this Agreement.

20. AGREEMENT REPRESENTATIVES AND NOTICES

Any formal notice or communication to be given under this Agreement shall be in writing and deemed properly given, if personally delivered, or if mailed postage prepaid and addressed to the following Agreement Representatives:

TRAC: Trac Center
Attn: General Manager
6600 Burden Blvd
Pasco, WA 99301

ADVERTISER:HAPO Community Credit Union
Attn: Steven Anderson, President & CEO
601 Williams Blvd
Richland, WA 99354

Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served.

21. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

DATED this 12 of MARCH, 2019.

ADVERTISER

By: *John G Anderson*

President & CEO HAPO CCU
Title

Attest:

Karin Milham
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
Franklin County, Washington

P. Koch
Chairman

Brenda Peck
Chair Pro Tem

Out [Signature]
Member

**FIRST ADDENDUM TO THE HAPO CENTER
NAMING RIGHTS AGREEMENT**

This Addendum is made and entered into this 6th day of September, 2022, by and between FRANKLIN COUNTY, a political subdivision with its principal offices at 1016 North 4th Avenue, Pasco, WA 99302 ("County"), and HAPO COMMUNITY CREDIT UNION, with its principal offices at 601 Williams Blvd., Richland, WA 99354 ("HAPO"), and collectively referred to as the "Parties".

WHEREAS, on or about March 12, 2019, the Parties entered into "The HAPO Center Naming Rights Agreement" ("Naming Rights Agreement"); and

WHEREAS, pursuant to the terms thereof the Parties contemplated that HAPO would be permitted use of a portion of the main venue parking area for a HAPO owned drive-up ATM; and

WHEREAS, the Parties have now reached an agreement as to the location of the exterior drive-up ATM and wish to set forth their understanding with respect thereto.

NOW THEREFORE, IT IS AGREED:

1. **Authorization to Construct ATM Facility.** HAPO shall be authorized to construct at their sole cost and expense a drive-up ATM facility at the location shown and legally described on **Exhibit A**. (the "ATM Premises") It will be of an appearance generally consistent with **Exhibit B**.

2. **Option to Continue Use of Location.** The right to locate the ATM facility at the above location shall, at HAPO's option, continue at the termination of the Naming Rights Agreement. In order to exercise this option, HAPO shall notify the County in writing no later than thirty (30) days prior to the end of the term provided in the Naming Rights Agreement. If HAPO elects not to exercise this option, HAPO shall remove its ATM facility and restore the facility location to the condition it was in at the time this addendum was executed, unless otherwise agreed. If HAPO does exercise its option, the following terms shall apply:

- a. **Rent.** Fair rent shall be as agreed, or if not agreed upon, determined in accordance with Paragraph 3. Rent shall be paid in advance on the 1st day of each month following termination of the Naming Rights Agreement.
- b. **Term.** HAPO shall have the right to continue use and occupancy of the ATM Premises for a period of five (5) years following termination of the Naming Rights Agreement. In the event there is no default in the terms of occupancy, HAPO shall have the right to an additional five (5) year term if written notice is given at least 90 days prior to the end of the initial term.
- c. **Maintenance.** The ATM Premises shall be maintained in the same professional appearance as existed at the time the Naming Rights Agreement. All maintenance of any kind or nature shall be the sole responsibility of HAPO.
- d. **Alterations.** No alterations shall be made to the ATM Premises or its use, without the prior written consent of the County, which consent shall not be unreasonably denied, conditioned or delayed.

- e. *Utilities.* Tenant shall pay for all utilities to the ATM Premises.
- f. *Assignment.* HAPO may assign or sublet the continued occupancy rights to a third-party financial institution.
- g. *Signage.* HAPO signage shall be permitted as shown generally on Exhibit B and associated wayfinding signage.
- h. *Taxes.* Real property taxes if any shall be paid by the County. Any applicable personal property taxes shall be paid by HAPO.
- i. *Insurance.* Tenant shall have and maintain comprehensive commercial general liability insurance in an amount and form reasonably acceptable to the County. Proof of insurance shall be provided upon request.
- j. *Fire or Casualty.* In the event the ATM Premises are damaged by fire or other casualty rendering the ATM facility unusable, the right to occupancy shall terminate unless HAPO elects to rebuild its ATM facility and proceeds to do so in a timely manner.
- k. *Memorandum of Agreement.* A memorandum reciting HAPO's rights hereunder may be recorded at HAPO's expense.

3. **Dispute Resolution.** In the event of any claims or disputes arising out of this agreement, the parties hereby agree to submit the same to binding arbitration pursuant to RCW Chapter 7.04A, as supplemented herein, at a location to be mutually agreed upon in Franklin County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Franklin County Superior Court at the request of either party, after seven (7) days written notice to all other effected parties. The mandatory arbitration rules (MAR) as implemented in Franklin County Superior Court, shall be binding as to procedure. The substantially prevailing party in any such dispute shall be entitled to recover a reasonable attorney fee.

4. **Other Terms.** All other terms of the parties Naming Rights Agreement not inconsistent herewith shall be and remain the same.

HAPO COMMUNITY CREDIT UNION

By: Ruby L. Campos
 Name: Ruby L. Campos
 Title: Chief Operations Officer

Keith Johnson
 Keith Johnson, County Administrator

**LEGAL DESCRIPTION
HAPO LEASE AREA**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 9 NORTH, RANGE 29 EAST, WILLAMETTE MERIDIAN, FRANKLIN COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP STAMPED "JAB WA 21384" MARKING THE SOUTHWEST CORNER OF "NEW LOT 2" OF THAT SURVEY RECORDED IN VOLUME 2 OF SURVEYS AT PAGE 767, UNDER AUDITOR'S FILE NO. 1621433, RECORDS OF FRANKLIN COUNTY, WASHINGTON; THENCE NORTH 0°37'56" EAST 627.72 FEET ALONG THE WEST LINE OF SAID LOT 2 TO A 5/8 INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP STAMPED "MCF WA 34587" MARKING A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY MARGIN OF CONVENTION PLACE; THENCE NORTH 79°35'30" 182.77 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF BURDEN BOULEVARD AND THE POINT OF BEGINNING; THENCE SOUTH 89°22'04" EAST 82.99 FEET ALONG SAID SOUTHERLY MARGIN; THENCE SOUTH 0°40'51" WEST 11.63 FEET; THENCE SOUTH 54°01'36" WEST 34.12 FEET; THENCE SOUTH 0°37'56" WEST 72.99 FEET; THENCE NORTH 89°22'04" WEST 55.59 FEET; THENCE NORTH 0°37'56" EAST 104.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

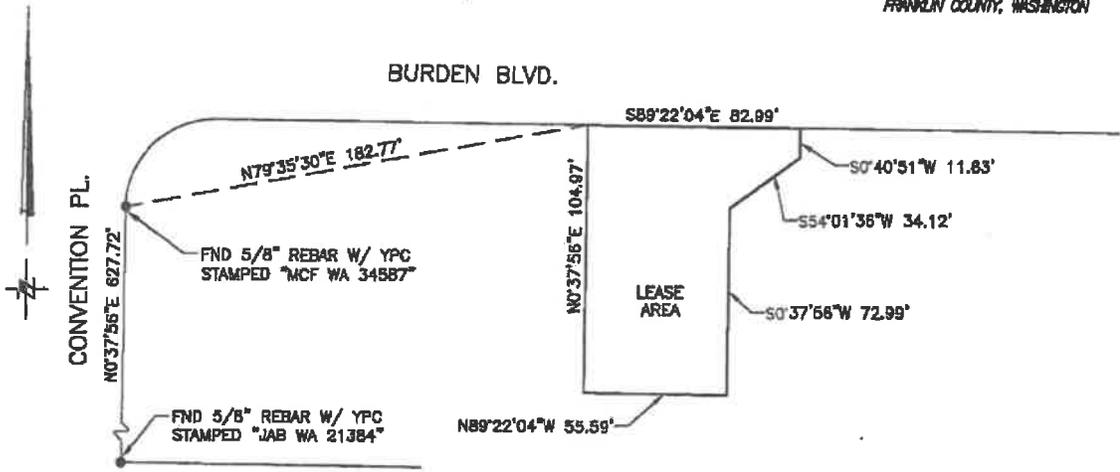


8/22/22

RSI: 24722

EXHIBIT A (1 of 3)

EXHIBIT MAP
 LEASE AREA
 PTN S15 T8N R28E W4M
 FRANKLIN COUNTY, WASHINGTON



08/18/2022

RSI
 RSI: 24722

HAPO Center-ATM Facility Data and Power Access Location



EXHIBIT A (3 of 3)

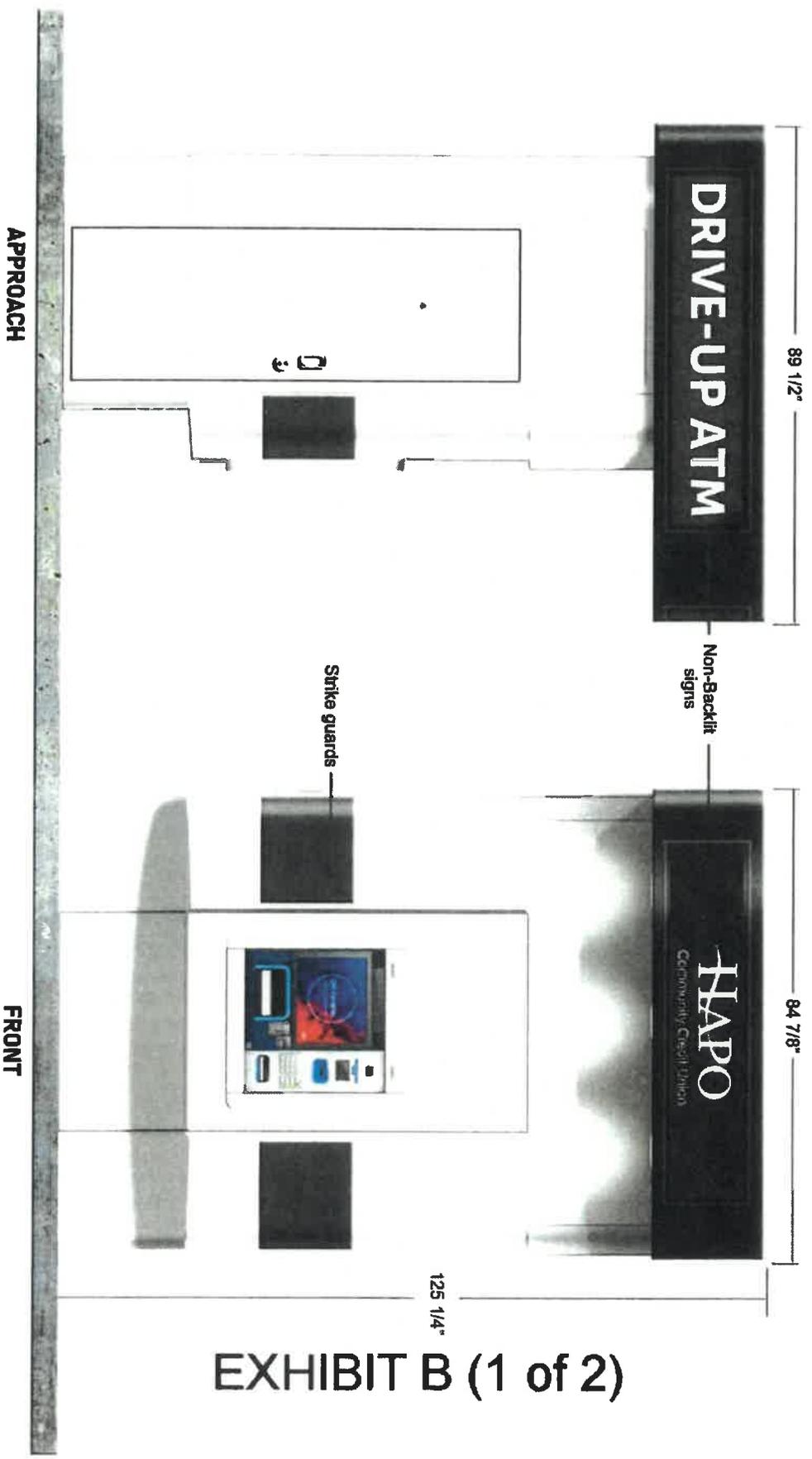


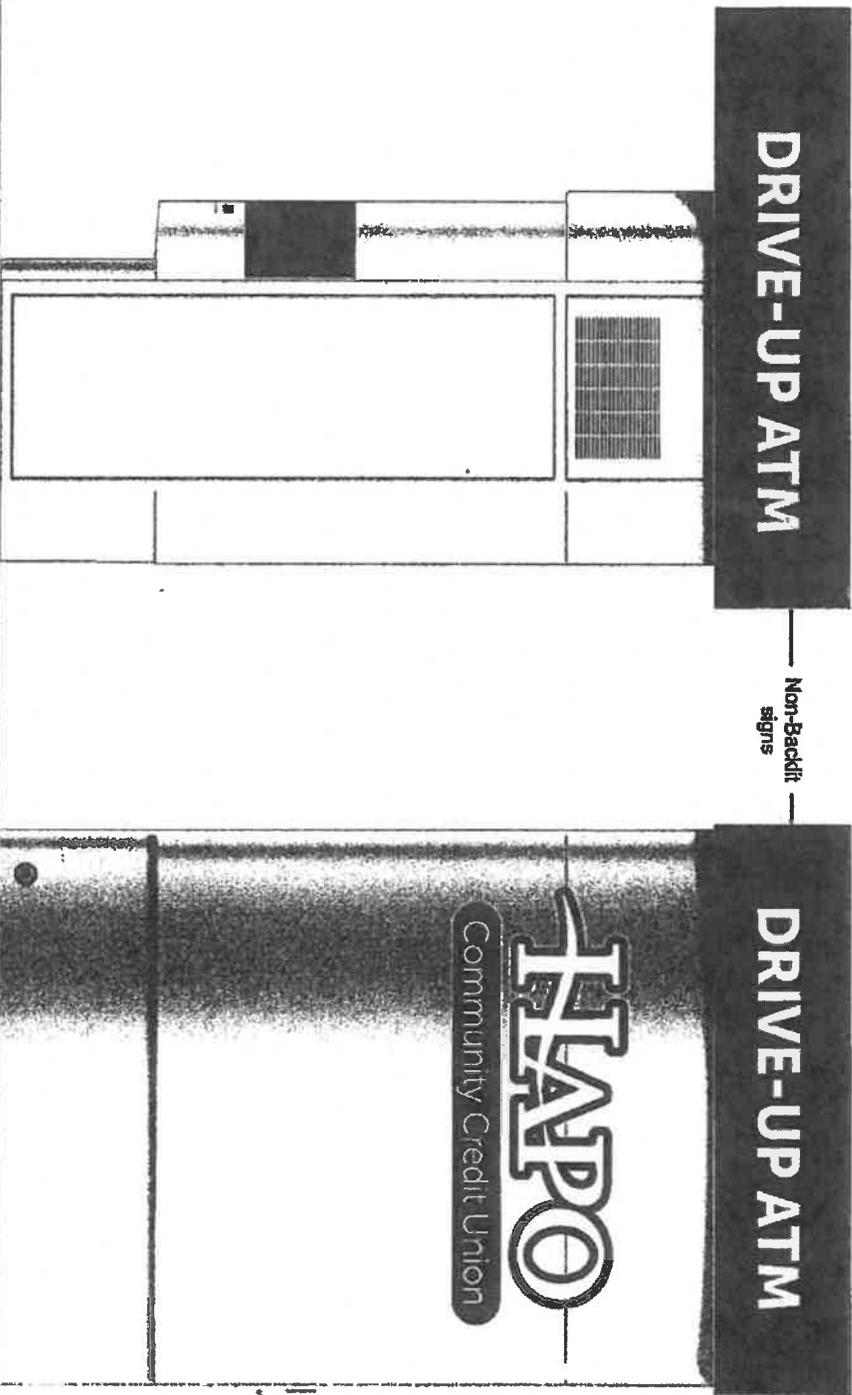
EXHIBIT B (1 of 2)

COMPANION

The design is presented in this document as a preliminary concept and is not intended to be used for construction or to be part of any contract. Any reproduction or use of this design without the express written permission of the U.S. Patent and Trademark Office is prohibited.

MODEL 5551 CANOPY
 Shown W/ 470 ATM
 April 21, 2022
 H/HAPOCommunityCUU/
 5551-EFP-CPM_470_HAPO_front

COLORS: / Web
ARTWORK: Vector /
NETWORK GRID / DECAL: NA
GRAPHIC PANEL: NA
RENDERED BY: JBB
APPROVED BY: _____
NOTES:



DEPARTURE

BACK

COMPRNION

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MODEL 5551 CANOPY
 Shown w/ 670 ATM
 MONTH DAY, 20XX
 X/XX/XXXX/
 5551-EFP-CFM_670_Back

COLORS: / Web
 ARTWORK: / Raster
 NETWORK GRID / BECAL-NA
 GRAPHIC PANEL: NA
 RENDERED BY: JBS
 APPROVED BY: _____
 NOTES:

EXHIBIT B (2 of 2)