

34950
ORIGINAL

A G R E E M E N T

Between

Alaska-Yukon-Pacific Exposition

and

The City of Seattle.

FILED

At o'clock M.

JUL 13 1908

H. W. CARROLL,
CITY COMPTROLLER
AND EX-OFFICIO CITY CLERK

THIS AGREEMENT, Made and entered into this 7th day of June, 1908, by and between Alaska-Yukon-Pacific Exposition, a corporation, party of the first part, and The City of Seattle, a municipal corporation of the State of Washington, party of the second part;

WITNESSETH, That, Whereas, on the 6th day of April, 1908, the party of the first part, by and through its committee on buildings and grounds, petitioned the city council of The City of Seattle that said city loan to said party of the first part certain of its water pipes, hydrants, gate-valves and other fittings to be used by said first party upon its grounds, in The City of Seattle, during its exposition in said city in the year 1909; and

WHEREAS, The said petition was referred to the Fire and Water Committee of said council on the 6th day of April, 1908; and whereas, thereafter said Fire and Water Committee, in its report on said petition to the City Council, recommended that said petition in part be granted, said petition and the said committee's report thereon being File No. 34436 of the records in the office of the City Comptroller; and

WHEREAS, On the 18th day of May, 1908, the said city council did adopt said committee report; and whereas, on the 22nd day of June, 1908, the said city council passed a resolution (said resolution being No. 1482 of said council) authorizing and directing the Board of Public Works of the City of Seattle to enter into a contract on behalf of the City of Seattle with said first party for the loan to said first party by said city of certain of its water pipes, hydrants and fittings, in compliance with the said report of the said Fire and Water Committee;

Now, Therefore, It is hereby agreed by and between the parties hereto as follows:

1. That said second party shall loan to said first party such eight-inch pipe, hydrants and other fittings as the Water Department of The City of Seattle has or may have on hand, provided, however, that said pipe, hydrants and fittings to be so loaned shall not exceed in value the sum of Four Thousand (\$4,000.00) Dollars.

2. Said first party agrees to bear all the costs of transferring said pipe, hydrants and fittings from such place or places as said second party may have them stored to the exposition grounds of said first party and at its own expense to install, care for and preserve the same.

3. Said first party further agrees that it will at its own expense, immediately after the close of the said exposition, or at such other time as said second party may direct, remove all of said pipe, hydrants and other fittings and at its own expense return the same to such place or places as said second party may direct, and said first party further agrees that it will return all of said pipe, hydrants and fittings in as good a condition, or in the same good condition in which they were received.

4. And said first party further agrees that should any of said pipe, hydrants or fittings be lost or destroyed or damaged in any way from any cause whatsoever, with or without the fault or negligence of the said first party, that it will repair, replace and fully compensate said second party^{therefor} as said second party may direct, and fully protect and save harmless said second party from any and all losses so occurring.

5. Before said second party shall loan any of said pipe, hydrants or fittings to said first party, said first party hereby agrees to deposit in the treasury of The City of Seattle the sum of One Thousand (\$1,000.00) Dollars, said sum so deposited to guarantee

the removal and return of the materials so furnished, as heretofore provided, together with the payment to said second party of any loss that it may sustain by reason of said materials being lost, damaged or destroyed, as heretofore mentioned, and it is expressly agreed and understood that should the loss or damages to said material as heretofore mentioned exceed the sum of One Thousand (\$1,000.00) Dollars, that said first party shall be liable over said sum to the full extent of any and all such losses or damages.

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6. That at such time or times as said first party receives any or all of said materials from said second party, duplicate invoices of materials so received shall be made out and a correct and detailed account of all the materials so received shall be kept by said second party and shall be conclusive as against said first party as to all the items and entries therein contained.

7. If said first party shall return all of the materials received from said second party, as hereinbefore provided, and shall return all the materials so received at the time or times and in the manner hereinbefore provided, and in the same good condition in which the same were received, said first party shall, upon the certificate of the Superintendent of Lighting and Waterworks of said city that all of said materials have been properly returned as herein provided, be entitled to a return of the said One Thousand (\$1000) guarantee deposit, and not otherwise.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 7th day of July, 1908.

ALASKA-YUKON-PACIFIC EXPOSITION,

By J. E. Blibbery
President.

By W. S. Haggard
Secretary.

THE CITY OF SEATTLE.

Attest: —

C. B. Bagley
Secretary

W. S. Haggard

W. S. Haggard

Chairman of
Its Board of Public Works.