

## MEMORANDUM OF UNDERSTANDING

*between*

### SEATTLE GLIDER COUNCIL and SGC SOARING FOUNDATION

This is an agreement made by and between Seattle Glider Council, a Washington nonprofit 501(c)(7)tax exempt corporation (SGC), and SGC Soaring Foundation (“Foundation”).

#### BACKGROUND

**WHEREAS** SGC is a Washington nonprofit corporation, tax exempt under Internal Revenue Code Section 501(c)(7), whose mission is to foster, promote, engage in and conduct all phases of motorless flight; and

**WHEREAS** Foundation is a nonprofit corporation, tax exempt under IRS Revenue Code Section 501(c)(3) as a private foundation, whose purpose is to support soaring education, provide a venue for soaring activities, promote soaring in the Pacific Northwest, to assist youth and new pilots to learn the joys of soaring, and to sponsor regional, national and international soaring events; and

**WHEREAS** Foundation is the owner of a building used as an education center and flying event base located on the leased premises (“the Training Center/Clubhouse”; and

**WHEREAS** the parties have entered into a Lease Agreement with Port District No. 9 of Grant County, Washington, the Port of Ephrata (“Port Lease”) for a term commencing August 6, 2001 through August 5, 2020, renewed for ten years commencing August 6, 2020; and

**WHEREAS** Foundation has determined that the intent, activities, and goals of SGC further the charitable and educational goals of Foundation, and desires to partner with SGC as a co-tenants of the Port Lease under the terms and conditions of this Agreement; and

**WHEREAS** SGC shall compensate Foundation the amounts identified herein for facility use and its facilitation provided by Foundation,

Now therefore, the parties agree as follows:

#### AGREEMENT

##### 1. Cooperative management of Lease Premises.

- 1.1 Foundation shall allow SGC access to the Training Center/Clubhouse and full use of the facility for educational, competition, and recreational soaring events throughout the term of the Port Lease.
- 1.2 SGC agrees to assume all financial responsibility for payment due under the terms of the Port Lease, including taxes. SGC shall also assume responsibility for the regular and

routine maintenance of the Training Center/Clubhouse and to notify Foundation of any significant need for repairs or damage beyond that sustained in ordinary facility use.

- 1.3 SGC shall pay the expense of the liability insurance coverage for Operation and Premises Liability, Commercial General Liability, and structure replacement under the terms described in the Port Lease.
- 1.4 SGC understand that Foundation may authorize compatible use by other organizations from time to time, with reasonable notification of such use to SGC.
- 1.5 SGC shall pay the utilities and maintenance costs associated with the use of the Training Center/Clubhouse
- 1.6 The parties agree that the remaining leasehold designations and responsibilities under the terms of the Port Lease shall be the sole responsibility of SGC.

## **2. Renewal and Termination**

- 2.1 This Agreement shall commence on execution of the Port Lease shall continue until Port Lease is no longer valid unless otherwise agreed to by the parties.
- 2.2 Either party may terminate this Agreement by giving 90 days' written notice to the other party.

## **3. SGC Administrative Responsibilities**

- 3.1 **Accounting.** Each party to this MOU shall be responsible for its own accounting and related expenses.

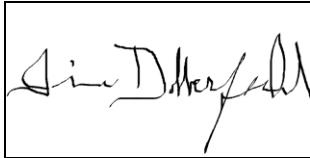
## **4. Miscellaneous**

- 4.1 SGC and Foundation agree to adhere to Internal Revenue Service guidelines at all times.
- 4.2 Foundation and SGC irrevocably and unconditionally agree to the fullest extent permitted by law to defend, indemnify and hold each other harmless, including its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees and costs) directly, indirectly, wholly or partially arising from or in connection with any act or omission resulting from its work to perform the responsibilities of this Agreement.
- 4.3 This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.
- 4.4 No party will assign any of its obligations or duties under this Agreement without prior written consent, which consent will not be unreasonably withheld. This Agreement is binding upon, inures to the benefit of the successors, and permitted assigns of the parties.
- 4.5 Should any disputes arise, the parties shall resolve them amicably or terminate the Agreement according to the terms noted above.

**4.6** This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

**4.7** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.



**James Dobberfuhr, Board President  
Seattle Glider Council**

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**[Name], Board President  
SGC Soaring Foundation**

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Date

**2022-May-3  
Date**