

SERVICE AGREEMENT - BUS STOP

THIS SERVICE AGREEMENT – BUS STOP (this “Agreement”), dated as of date of last signature below, (the “Effective Date”) by and between City of Everett, a Washington municipal corporation, having its principal address at 2930 Westmore, Suite 8A, Everett, WA 98201, hereinafter called "Contractor", and GREYHOUND LINES, INC., a Delaware corporation, having its principal address at P.O. Box 660362, Dallas, Texas 75266-0362, hereinafter called "Company";

WITNESSETH:

WHEREAS Contractor operates a facility at 3201 Smith Street, Everett, WA 98201, and Company desires to use Contractor's premises for a bus stop;

NOW, THEREFORE, the parties agree as follows:

1. As full compensation for all facilities and services provided by Contractor pursuant hereto, Company agrees to pay Contractor a fee of Three Hundred Fifty dollars (\$350.00) per month during the term of this Agreement. Such fee shall be payable on a monthly basis, at Contractor's aforesaid place of business. Company shall also pay all applicable Leasehold Tax as required by RCW 82.29A. The current rate for Leasehold Tax is 12.84%. Company previously leased space from Contractor and used the bus stop. Company discontinued use of the lease space on October 1, 2022, but has continued bus stop use. Contractor currently holds \$9,673.17 in overpayment from Company for the prior leased space. The parties agree that \$6,319.04 from the overpayment amount will be retained by Contractor as Company's payment for bus stop use from October 2022 through January 2024 (\$350 per month multiplied by 16 months + 12.84% Leasehold Tax). The remainder amount (\$3,354.13) will be refunded by Contractor to Company.
2. Contractor agrees to:
 - a. maintain all driveways, walks and approaches appurtenant to the bus stop in a clean and safe condition at all times to the same standards as Contractor's other bus stops;
 - b. reimburse and hold Company harmless from any and all expense incurred and/or claims arising directly or indirectly from or on account of any neglect or failure to so maintain the said appurtenant areas, except to the extent such expense and/or claims arise directly or indirectly from or on account of any neglect or failure of Company or any other bus operator using the bus stop (such as Flix);
 - c. permit Company to place and maintain a suitable sign or signs designating Contractor's location as a bus stop of Company, subject to pre-approval by Contractor at Contractor's reasonable discretion;
 - d. permit a Company representative, upon termination of this Agreement, to remove all signs and other evidence of the use of Contractor's location as a bus stop of Company, and Company shall repair any damage caused by such removal;

- e. remove from the telephone directory or any other advertising medium any listing or reference to the fact that Contractor's location is used by Company for a bus stop, as soon as possible upon the termination of this Agreement.
3. Company agrees that Contractor will provide a designated bus stop, not to include services such as Company ticket sales or incoming package depot. Additional services related to Company will only be permitted through written agreement in the form of a contract addendum, fully executed by all parties. Company has inspected the bus stop. Company acknowledges and agrees that Contractor has no obligation under this Agreement to construct any improvements to the bus stop or to any other Contractor property; provided, however, Contractor shall maintain the bus stop in accordance with the Americans with Disabilities Act of 1990 to the same standards as Contractor's other bus stops.
4. Company will provide Contractor written proof of insurance on or before commencement of this Agreement.
5. Company agrees to defend, indemnify and hold harmless Contractor from any claims or losses arising from Company's negligent or intentional acts or omissions or from negligent or intentional acts or omissions of other bus operators (such as Flix) using the bus stop pursuant to this Agreement, including without limitation personal injury or property damage caused by buses.
6. Public restrooms will only be available to Company employees and contractors during Contractor's regular business hours; they will not be available to the general public.
7. The term of this Agreement shall commence as of the Effective Date and is one year, which will automatically extend for additional one-year terms unless terminated under Section 8 below.
8. This Agreement may be terminated at any time by either party by providing thirty (30) day prior written notice the intention to terminate this Agreement.
9. This Agreement constitutes the entire agreement between the parties. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the Contractor and a representative of Company signing on behalf of Company.
10. This Agreement may not be assigned by either party without the other's written consent; provided, however, FlixBus, Inc. may operate from the bus stop without further consent from Contractor.
11. Except as otherwise provided above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
12. This Agreement shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this Agreement shall be in Snohomish County, Washington
13. The Contractor does not warrant its title or ownership of the bus stop. The license granted hereunder is not exclusive. Contractor is not prohibited from granting permission to others to occupy or use portions of the Contractor's property where such

uses are not inconsistent with this Agreement. Contractor reserves all rights not expressly granted by this Agreement. This Agreement does not create any rights in any third party.


14. Notwithstanding any contrary provision herein, neither party shall not be liable under any circumstances for injury or damage to, or interference with business or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

15. This Agreement will be signed with AdobeSign and any such electronic signature is fully binding.

IN WITNESS WHEREOF, this agreement was executed by or on behalf of the parties hereto, the day and year when fully executed.

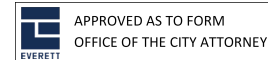
CONTRACTOR

STOP OWNER: City of Everett


By 
Name (printed) Cassie Franklin
Title (printed) Mayor
Date 03/25/2024

Attest:





COMPANY: Greyhound Lines, Inc. (GLI)

By 
Name (printed) Rodney Surber
Title (printed) VP Operations
Date 03/21/2024

Greyhound Bus Stop at Everett Station











2024_SD

Final Audit Report

2024-03-25

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Agreement completed.

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