BAILMENT AGREEMENT
between
KING COUNTY
and
TAHOMA SCHOOL DISTRICT

This **Bailment Agreement**, effective the 1st day of July, 2009, is between King County, through its Office of Information Resource Management, ("the County") and Tahoma School District ("the Customer").

SECTION 1. EQUIPMENT SUBJECT TO BAILMENT. The Equipment described on Exhibit A attached to and by this reference made a part of this Bailment Agreement is the property subject to the terms and conditions set forth in this Bailment Agreement and Contract No. 07TSD09, referred to as the "Equipment."

SECTION 2. TERM OF BAILMENT. The term of this Bailment Agreement shall commence on **July 1, 2009** and terminate on **June 30, 2011** or as amended. The Customer may demand redelivery of all Equipment, or any number thereof, at any time prior to the expiration of this Bailment Agreement by giving written notice as set forth in Contract No. 07TSD09 to the County of the Customer's intention to resume possession of the Equipment. If the Customer resumes possession of all Equipment, except as otherwise provided herein, this Bailment Agreement shall terminate at such time as all Equipment has been redelivered to Customer. If the Customer resumes possession of a portion of the Equipment, this Bailment Agreement shall terminate as to such portion but remain effective for the Equipment still in the possession of the County, except as otherwise provided in this Bailment Agreement.

SECTION 3. USE OF EQUIPMENT. The County shall use the Equipment solely for the purpose of providing services as specified in Contract #07TSD09 between the County and the Customer dated _____, 2009 (the "I-NET Contract"), which contract is incorporated herein by this reference as though fully set forth herein. The County shall not use or permit the use of the Equipment in a negligent or improper manner or in violation of any law or provision of this Bailment Agreement or Contract No. 07TSD09, or so as to void any insurance covering the Equipment, or permit the Equipment to become subject to any lien, charge or encumbrance. The County shall not make or allow others except the Customer to make modifications, revisions or other changes to the Equipment, without the prior written consent of the Customer.

SECTION 4. COMPENSATION. The Customer is making the Equipment available to the County solely for the uses set forth in this Bailment Agreement. The Customer is responsible for maintenance, repair and replacement of Equipment as needed.

SECTION 5. POSSESSION AND ACCEPTANCE. The County shall take possession of the Equipment from the Customer at one or more locations within King County as set forth in Contract #07TSD09 and this Bailment Agreement. By accepting possession of the Equipment, the County acknowledges and agrees that it will be deemed to have (a) inspected the Equipment and concluded that each is in proper operating condition and adequate and sufficient for the services required.

SECTION 6. MAINTENANCE~~,~~ AND REPAIRS. The Customer, at its sole cost and expense, shall maintain, repair or replace the Equipment, including all associated equipment, as required and keep maintenance records on the Equipment that is specified in Attachment A to this Bailment Agreement and Contract #07TSD09. The County shall not be liable for repairs, nor shall any such repairs be charged to the County.

All replacements, repairs or substitutions of parts or equipment shall be accessions to the Equipment. The Customer, at all times and at the Customer's expense, shall keep the Equipment in good working order, condition, and repair.

SECTION 7. REDELIVERY OF BAILED EQUIPMENT. On expiration of the term or the earlier termination of this Bailment Agreement or as specified in Contract #07TSD09, the County shall redeliver the Equipment to the Customer, in accordance with this Bailment Agreement, by releasing the Equipment to the Customer by transporting or shipping the Equipment as the Customer may direct.

SECTION 8. OBLIGATION TO INSURE. The Customer shall obtain and maintain insurance coverages on the Equipment covered by this Bailment Agreement as described in Contract No. 07TSD09.

SECTION 9. EQUIPMENT OWNERSHIP. The Equipment shall at all times remain the sole and exclusive property of the Customer, and the County shall have and acquire no right or property interest therein. The Customer shall have the right to display notice of its ownership of the Equipment by affixing an identifying plate, stencil or other indicia of ownership on the Equipment. The County shall not transfer or deliver the Equipment, or any one of them, to any other person or corporation, except as specifically provided in this Bailment Agreement.

SECTION 10. RISK OF LOSS AND DAMAGE. The Customer assumes liability for and shall bear all risks of damage or loss of the Equipment, or any portions of the Equipment, from all causes except war (whether declared or undeclared) and lawful confiscation or lawful order of any government or public authority. The County shall cause its employees and agents to take all reasonable steps to

safeguard the Equipment and to cooperate with the Customer in effecting recovery from any person or persons liable for loss or damage to any Equipment.

SECTION 11. INDEMNIFICATION OF THE COUNTY. The Customer agrees to abide by the Indemnification and Limitation of Liability provisions as described in Contract No. 07TSD09.

SECTION 12. TERMINATION. The Customer agrees to abide by the Termination provisions as described in Contract No. 07TSD09 unless otherwise included in this Bailment Agreement.

Upon termination for default or convenience, the County shall immediately redeliver the Equipment to the Customer in accordance with the Customer's directions therefor.

SECTION 13. NO WAIVER. Failure by either party in any one or more instances to insist on the performance of any of the terms, covenants or conditions of this Bailment Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Bailment Agreement shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

SECTION 14. GOVERNING LAW. This Bailment Agreement shall be governed by and construed under the laws of the state of Washington as set forth in Section 17 of Contract No. 07TSD09.

SECTION 15. SUCCESSION. This Bailment Agreement, together with all exhibits now or hereafter made a part, shall be binding on the parties and their administrators, legal representatives, successors and assigns.

SECTION 16. ASSIGNMENTS. Except as specifically provided in this Bailment Agreement, neither this Bailment Agreement nor any interest herein may be assigned by the Customer without the prior written consent of the County nor by operation of law. Except as specifically provided in this Contract, no Equipment may be sublet or encumbered nor possession or use given to other than the County's employees without the prior written consent of the Customer.

SECTION 17. NOTICE REQUIREMENTS. Any notice given under this Bailment Agreement shall be as described in Contract No. 07TSD09, Paragraph 6 Notices.

SECTION 18. AMENDMENT. This Bailment Agreement and Exhibit A may not be amended or altered in any manner unless such amendment or alteration is in writing and signed by the parties. No modification of this Bailment Agreement will be binding unless such modification is in a writing that has been accepted and executed by both parties.

SECTION 19. ENTIRE AGREEMENT. This Bailment Agreement and Contract No. 07TSD09 constitutes the entire agreement between the Customer and the County with respect to the delivery and redelivery of the Equipment.

SECTION 20. AMOUNTS OWING TO THE COUNTY. The Customer and the County acknowledge that the Customer will make payments to the County as described in Contract No. 07TSD09.

SECTION 21. SEVERABILITY. If any portion of this Contract is ruled by a court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be ineffective to the extent of the invalidity, illegality or unenforceability without affecting in any way the remaining portions of this Bailment Agreement.

IN WITNESS WHEREOF, each party has caused this Bailment Agreement to be executed effective on the date first set forth above.

KING COUNTY	**TAHOMA SCHOOL DISTRICT No. 414**
X	**X**
King County Executive	Title:
Name:	Name:
Date:	Date:
Approved as to form only by:	
X	
King County Senior Deputy Prosecuting Attorney	
Date:	

EXHIBIT A

EQUIPMENT SUBJECT TO CONTRACT

List Equipment by description, serial number, etc. Include value, maximum rated weight and description of condition.

Foundry part number, description and value

NI-MLK-4-AC	4 slot chassis	$17,495.00
NI-MLK-1G+20-GC	20 port gig/copper w ipv4/ipv6/mpls hardware support	$14,995.00
NI-X-ACPWR-A	Maintenance Agreement	$1995.00

Serial number - SA23075009

Description of condition - New

Contact:

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Tahoma School District
(425) 413-3231