PERMIT AGREEMENT FOR HIRE HORSE DRAWN CARRIAGE RIDE SERVICE

THIS AGREEMENT, made and entered into on the date last shown below by and between the CITY OF STEVENSON, a municipal corporation of the State of Washington, hereinafter referred to as "CITY", and EILENE WHITE.

RECITALS:

WHEREAS, EILENE WHITE desires to conduct a horse drawn carriage ride service within the CITY OF STEVENSON, and

WHEREAS, the horse drawn carriages are a tourist attraction,

WHEREAS, horse drawn carriages operate on City streets along with other vehicles and are subject to traffic laws and so should be regulated,

WHEREAS, the CITY is willing to permit the operation of the horse drawn carriage in the CITY under terms and conditions set forth below, now, therefore,

In consideration of the mutual covenants herein, City and EILENE WHITE agree as follows:

1. AUTHORIZATION: CITY shall permit EILENE WHITE to operate a for hire horse drawn carriage in the CITY in accordance with the terms of this agreement.

2. DEFINITIONS OF TERMS:

HORSE DRAWN CARRIAGE SERVICE Under the terms of this agreement a horse drawn carriage service shall be defined as a service that provides for compensation upon the streets of the city and available to the public a non-motorized vehicle drawn by a horse, pony, mule, donkey or the like and used for the transportation of passengers and incidental baggage.

3. DURATION OF AGREEMENT: This agreement shall commence immediately and expire on December 31, 2014. Thereafter this agreement shall be renewed for successive one year periods beginning January 1st of each year and expiring December 31st of that same year or for such period as the City Council determines. Renewal will be initiated by the submittal of a horse drawn carriage agreement renewal request to the City Clerk no later than December 1st for the upcoming year.

4. TRANSFER: EILENE WHITE may not assign or transfer her rights under this agreement or any portion thereof to any other person, firm, corporation or other entity.
5. **INSURANCE:** EILENE WHITE shall furnish to the CITY a certificate of effective insurance coverage against liability for bodily injury or death or property damage to any customer, invitee, or any third party arising out of or connected with the operation or activities of Eileen White. The actual amount of such coverage shall be whatever is required, by law (RCW 46.72), for the operation of such a vehicle on a public road. Such policy shall not be revocable by the company without giving at least ten (10) days written notice to the CITY.

6. **HOLD HARMLESS:** EILENE WHITE agrees to indemnify and hold harmless the CITY and Washington state Department of Transportation (WSDOT) from any liability, including attorney fees at trial and on appeal, to customers, employees or their guests, or invitees of EILENE WHITE or to any third parties, arising from any activities or operations of EILENE WHITE hereunder.

7. **RATES:** The city does not regulate the rates and charges of horse drawn carriages except to require that measures be taken to not illegally discriminate against any person or class of person. Rate schedules must be filed with the city clerk with the agreement renewal request.

8. **ROUTES:** EILENE WHITE shall attach as Exhibit A to this agreement a map detailing their regularly traveled route. No travel is permitted on Highway 14 except as approved by the Washington State Department of Transportation.

9. **OPERATIONAL REQUIREMENTS:**
   a. No business may operate, use, or drive a for hire horse drawn carriage service without a current Stevenson business license and a horse drawn carriage service agreement.
   b. All horse drawn carriage drivers must have a current, valid Washington State driver’s license.
   c. A horse drawn carriage is subject to all traffic laws applicable to vehicles when operating on the public ways; however, the Public Works Director may approve specific routes including parkways, squares, and other places not normally accessible to motor vehicles.
   d. If carriage services operate after dusk, those carriages may only operate on the condition that lighting be installed as required by the Washington State Department of Transportation and Washington State Traffic Regulations.
   e. Any and all signs advertising the horse drawn carriage service business or directing attention to its activities in any manner shall comply with the city's zoning restrictions on signs.
   f. EILENE WHITE shall be fully responsible for supervising all customers, guests and invitees of its business; shall ensure that the animal or animals be treated in a safe and humane manner in accordance with all state or local laws; and ensure that the CITY property traveled by the Eilene White be clean and free of all debris and refuse and animal waste and shall provide for proper sanitation at all times. Horse drawn carriage operators must use a manure catch bag during operations within the City. Operators shall never leave any animal unattended within any area of the city zoned for commercial use by the CITY.
   g. EILENE WHITE shall at all times during this agreement operate and maintain sanitation equipment and facilities to properly dispose of the animal manure and urine promptly and efficiently and in safe manner and in full compliance with all regulations or other reasonable requirements of the Southwest Washington Health District.
10. **DAMAGE TO CITY STREETS:** During the operation of the carriage service on city streets carriage wheels must be rubber coated and if horses are shod, they must be shod with steel shoes with barium or rubber caps. No caulks will be allowed.

11. **RESERVATION OF RIGHTS BY CITY:** CITY reserves the right to terminate this agreement at any time.

12. **OTHER ORDINANCES AND STATUTES APPLICABLE:** All CITY ordinances and state applicable regulations are applicable to horse drawn carriage service operations.

DATED THIS _____ day of May, 2014

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Eilene White

**CITY OF STEVENSON, A WASHINGTON MUNICIPAL CORPORATION**

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Frank Cox, Mayor of the City of Stevenson

**ATTEST:**

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Nick Hogan, City Clerk

**APPROVED AS TO FORM:**

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Kenneth B Woodrich, PC
City Attorney