WASHINGTON STATE UNIVERSITY

**Facilities Use Rental Agreement – External User**

## PARTIES

This FACILITIES USE AGREEMENT (the “AGREEMENT”) is made and entered into by and between **Washington State University** (“WSU”)**,** through its Northwestern Washington Research and Extension Center (“NWREC”), whose address is 16650 SR 536, Mount Vernon, WA 98273-4768, and       whose address is       (hereafter referred to as **“**RENTER”).

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, IT IS MUTALLY AGREED AS FOLLOWS:

1. **RENTAL PREMISES**

WSU hereby rents to RENTER the following described premises (the “PREMISES”):

The space(s) indicated below in the building commonly known as the **Agricultural Research and Technology Building**, located on the NWREC campus near the City of Mount Vernon, County of Skagit, state of Washington:

[ ]  Auditorium East [ ]  Kitchen

[ ]  Auditorium West [ ]  Processing Laboratory

[ ]  Auditorium East & West [ ]  Small Conference Room

The space(s) indicated below in the building commonly known as the **Olson Heritage Farmhouse**, located on the NWREC campus near the City of Mount Vernon, County of Skagit, state of Washington:

[ ]  Conference Room

1. **DURATION OF AGREEMENT**

**1) One Time Use** [ ] **:**

This AGREEMENT shall be effective at      a.m./p.m. on      , 20     , and continue to      a.m./p.m. on      , 20     . RENTER must negotiate any additional time with WSU in a separate written document attached to this AGREEMENT. WSU reserves the right to terminate this AGREEMENT at any time with ten (10) day’s written notice to RENTER.

**2) Recurring Use** [ ] **:**

This AGREEMENT shall be effective from      , 20     , until      , 20     , upon the following recurring schedule:

Weekly[ ]  OR Bi-Monthly/Monthly/Quarterly [ ]  Time

M T W T F S S            to     a.m./p.m.

(circle as appropriate) (insert cycle and day(s) of month)

Additional details regarding schedule/use:

1. **PURPOSE**

RENTER will use the PREMISES only for the following purpose:

RENTER shall not assign or sublet the PREMISES without first obtaining WSU’s written consent.

# RENTAL FEE AND OTHER CHARGES

**1)** **Rental Fee**: RENTER shall pay       dollars ($     ) for the rental of the PREMISES due upon execution of this AGREEMENT.

**2) Refundable Damage Deposit**: RENTER shall pay       dollars ($     ) as a refundable damage deposit for the rental of the PREMISES due upon execution of this AGREEMENT.

**3) Kitchen Fee**: RENTER shall pay       dollars ($     ) for the use of the kitchen due upon execution of this AGREEMENT.

1. **Additional AV and Set-Up/Take-Down Fees**: RENTER shall pay       dollars ($     ) (at the rate of $15.00/hour) for the additional set-up/take-down services of WSU due upon execution of this AGREEMENT.

**5) Additional Security Fee**: RENTER shall pay       dollars ($     ) (at the rate of $     /hour) for the additional security services of WSU due upon execution of this AGREEMENT.

Any changes requested by RENTER to the above scheduled use and services after execution of this AGREEMENT shall be at the discretion of WSU and at the expense of RENTER, and RENTER agrees to pay all actual costs incurred upon receipt of invoice after RENTER’s scheduled use.

RENTER shall maintain the PREMISES in the same manner RENTER found the PREMISES and in accordance with WSU’s Facility Use Policy. If WSU must expend funds to restore PREMISES to its previous condition, RENTER shall be charged the reasonable cost thereof. Failure to make timely payment to WSU shall result in a charge of one percent (1%) per month on any unpaid amounts due.

**F. INSURANCE**

RENTER shall furnish an appropriate and current certificate of insurance evidencing that there is presently in effect a policy of commercial or comprehensive general liability insurance, including public liability and property damage, written by an insurer authorized to do business in the state of Washington, and in an amount of at least one million dollars ($1,000,000) per occurrence. This insurance coverage shall be primary and non-contributory, and RENTER agrees to name as an additional insured on such policy, Washington State University, its officers, employees and agents.

 [ ]  Request waiver of this insurance requirement

## G. DUTIES OF WSU

1) Provide to RENTER access to and use of the PREMISES for the dates and times indicated in this AGREEMENT.

## H. DUTIES OF RENTER

1) If event cancellation becomes necessary, it is the responsibility of RENTER to notify WSU no less than forty-eight (48) hours before the event. Failure to do so will result in a forfeiture of all rental and other ? charges. WSU reserves the right, in WSU’s sole discretion, to refund rental charges for emergencies.

2) RENTER is not permitted to hang any decorations, signs or other materials or otherwise place any holes in or on the walls of the PREMISES except as may be allowed by WSU’s Facility Use Policy attached hereto. RENTER must provide post-event clean up of the PREMISES. If, in the reasonable discretion of WSU, the PREMISES are not left in clean condition, WSU shall cause the PREMISES to be cleaned and charge the reasonable cost thereof to RENTER.

3) RENTER must abide by all pertinent and applicable WSU policies, rules and regulations in its use of the PREMISES, including WSU’s Facility Use Policy. By signing this AGREEMENT, RENTER acknowledges receiving and reviewing a copy of such Facility Use Policy, and agrees to comply with the same.

4) Illegal drugs are not permitted on WSU property. Alcohol may only be permitted with the approval of the appropriate University officials and with the proper permits and licenses.

5) All food items for consumption on WSU property must be approved as a part of this AGREEMENT. Approved food items must be catered through WSU sources, or if catered through an external source, must be provided in accordance with WSU Department of Environmental Health and Safety or Skagit County Health Department guidelines.

 6) Additional duties of RENTER:      .

**I. HOLD HARMLESS**

To the fullest extent permitted by law, and as partial consideration for RENTER being allowed to use the PREMISES, RENTER shall indemnify, defend, hold harmless, and waive any and all claims against WSU, its officers, directors, employees, and agents, from and against any and all liability of any type or nature whatsoever to persons or property resulting from or arising out of this Agreement or RENTER’s use of the PREMISES, no matter what the loss, damage, or injury, and from whatever cause. This clause shall not apply where the cause of the loss, damage, or injury is the result of the sole negligence of WSU, or its officers, agents or employees.

**J. APPLICABLE LAWS**

RENTER is subject to all applicable rules, regulations and laws of the state of Washington, its applicable subdivisions, and the federal government, and this AGREEMENT shall be construed in accordance with these laws.

**K. DISPUTE RESOLUTION**

Any dispute arising under or concerning the terms of this AGREEMENT shall be resolved as follows: 1) each party shall select one representative; 2) the two representatives shall jointly choose a third representative; 3) these representatives shall review the facts and applicable law and make a determination of the dispute. The decision of these representatives is final and binding on the PARTIES.

## L. NOTICE

Any notice required under this AGREEMENT shall be delivered to the individuals who are signatories to this AGREEMENT. THE INDIVIDUALS SIGNING THIS AGREEMENT represent that they have been given authority to bind their respective PARTIES, and agrees they have read this AGREEMENT, understand the terms and conditions and voluntarily agree to comply with the same.

**WASHINGTON STATE UNIVERSITY RENTER**

Recommended by:

By: By:

Title: Title:

Date: Date:

Approved by: *NOTE*: This is a legal contract. The signer

 representing the RENTER should be

 authorized to legally represent and sign

for the named organization or be prepared

By: to be personally responsible for complying

with the terms of this Agreement.

Title:

Date: