WASHINGTON STATE UNIVERSITY

**Facilities Use Rental Agreement**

**Short-Term Use**

## PARTIES

This FACILITIES USE AGREEMENT (the “AGREEMENT”) is made and entered into by and between **Washington State University,** an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), 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”):

[Insert description of PREMISES]

1. **DURATION OF AGREEMENT**

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.

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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 RATES AND CHARGES

RENTER shall pay       dollars ($     ) for the rental of the PREMISES at the time RENTER signs this AGREEMENT. RENTER agrees to pay      dollars ($     ) per day/hour for RENTER’s failure to vacate the PREMISES as provided in this AGREEMENT.

RENTER shall maintain the PREMISES in the same manner RENTER found the PREMISES. If WSU must expend funds to restore PREMISES to its previous condition, RENTER shall pay the reasonable costs of any of these additional amounts. Failure to make timely payment shall result in a charge of one percent (1%) per month on any unpaid amounts due WSU.

**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.

## G. DUTIES OF WSU

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

b) WSU reserves the right to modify or cancel all scheduled events.

## 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 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. RENTER must provide post-event clean up of the PREMISES. If, in the reasonable discretion of WSU, the PREMISES is not left in clean condition, WSU shall cause the PREMISES to be cleaned and charge the reasonable cost thereof to RENTER.
3. RENTERS must abide by all pertinent and applicable WSU policies, rules and regulations in its use of the PREMISES.
4. Additional fees may be applied to events that require additional set-up of equipment or fixtures, additional staff supervision or other special services.
5. 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.
6. All food items for consumption on WSU premises must be approved as a part of this AGREEMENT. Approved food items must be catered through WSU sources or, if externally provided, must be approved and inspected by the WSU Department of Environmental Health and Safety.
7. 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 the state of Washington, WSU, and all their 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 University, 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

By: RENTER should be authorized

Title: to legally represent and sign for

Date: the named organization or

 be prepared to be personally

 responsible for the terms of this

 Agreement.