Schweitzer Engineering Laboratories, Inc. (SEL) and Customer, identified below, agree that this Event Center Use Form

**WSU Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

and the attached Use Terms shall govern Customer’s use of the SEL Event Center located at

1825 Schweitzer Drive, Pullman, Washington 99163.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Event Name:** |  | | | **Event Type:** | |  | |
| **Date:** |  | | | | | | |
| **Duration (Hours):** |  | **Start Time:** |  | | **End Time:** | |  |
| **Number of Attendees Expected:** |  | | | | | | |

**Event Description:**

|  |
| --- |
|  |

**Catering, Food, and Beverage\*:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Event will be catered: | Yes | No | Type: | Food | Alcohol | | |
| Food will be served: | Yes | No | Description: |  | | | |
| Alcohol will be served: | Yes | No | Description: | Beer | | Wine | Spirits |
| \*See Use Terms Item *4. Third Party Services, Licenses, Permits, and Taxes* for alcohol permitting requirements. | | | | | | | |

**Pricing/ Amenities:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item** | **Quantity** | **Price** | | **Cost** | | **Description** | | |
| **Room Rentals** |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
| **Amenities** |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  |  |  | |  | |  | | |
|  | **Est. Total** |  | |  | |  | | |
|  | **Add'l Discount** | **0.00%** | | **$0.00** | |  | | |
|  | **Total** |  | | **$0.00** | |  | | |
|  |  |  | |  | |  | | |
| **Fee** | **Amount** |  | |  | | **Description** | | |
| Reservation Fee: | $0.00 | **Due Date:** | |  | | **Reservation Fee may not exceed 25% of the total room rental fees** | | |
| Damage Deposit: | $0.00 | **Due Date:** | |  | |  | | |
| Use Fee: | $0.00 | **Due Date:** | | **Use Fee due after the event, within 30 days of receipt of invoice** | | | | |
| OnDemand Options\*\*: | $0.00 | **Due Date:** | | **Other expenses due after the event, within 30 days of receipt of invoice** | | | | |
| \*\*$250.00 per hour additional to be billed if past allotted contract times. | | | | | | | |  |
| **Estimated Event Total\*\*\*:** | | | **$0.00** | |  | |  |  |
| \*\*\*Pricing and total subject to change. Sales tax (not included) subject to Washington State Department of Revenue. | | | | | | | |  |

**\*All room arrangements, specifications, and any additional options must be finalized no later than ONE WEEK prior to the event. Any additional services and amenities not listed within this contract will incur additional cost.**

**By signing this document, you hereby agree to abide by the SEL Event Center’s Use Terms (attached) and any facility policies as informed by SEL Event Center Staff.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| SEL Event Center | | | | **Customer:** |  | | |
| 1825 Schweitzer Drive | | | | **Address:** |  | | |
| Pullman, WA 99163 | | | | **City/State:** |  | **Zip:** |  |
| **Telephone:** | (509) 334-5050 | **Fax:** | (509) 334-0473 | **Telephone:** |  | **Fax:** |  |
| **Signature:** |  | | | **Signature:** |  | | |
| **Name:** | Robyn Jacobs | | | **Name:** |  | | |
| **Title:** | CTSM/ECM | | | **Title:** |  | | |
| **Date:** |  | | | **Date:** |  | | |

**For SEL Event Center Use Only:**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PO No.** |  | **Customer No.** | |  | | **Sales Order No.** | |  |
| **Method of Payment** | Cash | Check | Credit Card | | Other: | |  | |

**Group Code:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Five Year Plan | *Y1* | *Y2* | | *Y3* | *Y4* | *Y5* |
| Five Year Renewal | *RY6* | *RY7* | | *RY8* | *RY9* | *RY10* |
| Non-Profit |  | |
| SEL Employee |  | |

Use Terms

1. Definitions: “Agreement” means the Event Center Use Form and these Use Terms. All other capitalized terms refer to the same capitalized terms in the Event Center Use Form unless indicated otherwise below.
2. Reservation Fee, Use Fee, Damage Deposit, and Additional Expenses: SEL grants Customer a non-exclusive license to enter and use the Event Space,,,, , adjacent common areas, and parking lot, subject to the terms of this Agreement. SEL will reserve the Event Space after receiving the Reservation Fee. SEL may change the location of the Event Space within the Event Center at any time before the Event Date, with notice to Customer. The Reservation Fee and Damage Deposit, if any, are due within two (2) weeks of booking, unless otherwise indicated in the Event Center Use Form. The remaining balance of the Use Fee is due after the event, within 30 days of date of receipt of invoice unless otherwise indicated in the Event Center Use Form. Customer agrees to pay any additional expenses and fees incurred for additional amenities in accordance with the SEL Event Center Amenities Price List. All additional expenses are due after the event, within 30 days of date of receipt of invoice. If Customer cancels the Event, the Reservation Fee is non-refundable, and the parties agree that SEL may retain the Reservation Fee as liquidated damages.
3. Representations and Restrictions: The Event Space is rented in an “AS-IS” condition, and SEL does not make any representation or warranty as to the suitability of the Event Space for Customer’s Event. Customer agrees not to represent, advertise, or allow others to represent or advertise that SEL is sponsoring or affiliated with the Event. Customer agrees that SEL may cancel the Event at any time if the number of attendees varies significantly from the number of expected attendees listed on the Event Center Use Form. Customer agrees to inform attendees of SEL’s requirement that they remain within the Event Space, act in an orderly and peaceable manner and in accordance with this Agreement, and vacate the Event Space at the scheduled time. In order to allow all Customers to enjoy their time at the Event Center, SEL reserves the right to lower audio, visual, or entertainers’ volumes.
4. Third-Party Services, Licenses, Permits, and Taxes: Customer agrees to: i) use only SEL approved caterers and other food or beverage vendors if Customer uses caterers or vendors; ii) obtain any required or requested permits if alcohol will be served; iii) provide Event security from an SEL approved provider if SEL or Customer desires Event security; iv) obtain any necessary licenses for copyrighted material used in conjunction with the Event; v) pay all fees charged by any third party that has contracted with Customer in relation to the Event (“Third-Party Contractors”); vi) pay all taxes imposed in connection with Customer’s use of the Event Space, and; vii) comply with all Event Center policies and procedures (to the extent that complying with the same would not require Customer to act contrary to the law or policy applicable to Customer as an institution of higher education and an agency of the State of Washington) and with all applicable laws including the Americans with Disabilities Act.
5. Insurance: Upon request, Customer shall provide a Certificate of Insurance to SEL showing Customer has reasonable insurance coverage and that Customer has added SEL as an additional insured. SEL, at its discretion, may require Customer to obtain additional insurance and/or increased minimum coverage/limits.
6. Damage to Property and Cleaning: Customer must leave the Event Center in substantially the same condition as before the Event, and, to the maximum extent permitted by the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.), agrees to pay any expenses incurred by SEL for Customer’s failure to do so. Expenses include without limitation employee wages and any other costs or fees incurred by SEL in restoring the Event Center to a pre-Event condition. SEL may deduct such expenses from the Damage Deposit and will provide Customer with an itemized list of the expenses, together with the balance, if any, of the Damage Deposit. If the expenses exceed the balance of the any Damage Deposit, Customer agrees to pay the difference upon demand. As used in this paragraph, “Event Center” includes the Event Space, Event Center common areas, parking lot and any area used by customer’s guest, whether or not authorized.
7. Breach: In addition to all other remedies available to SEL as a result of a breach of this Agreement, SEL may cancel the reservation or Event at any time for breach of this Agreement or for actual or suspected violations of law. An employee or agent of SEL may be present at any time to observe the Event and ensure compliance with this Agreement.
8. Indemnification: To the maximum extent permitted by the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.), Customer shall indemnify and hold harmless SEL, its employees, and its agents from and against all liability, loss, damage, cost, or expenses resulting from any accident, injury, death, loss, or damage caused to any person or property in or about the Event Center and arising : i) from any breach of this Agreement; ii) from any act, incident, or accident occurring in, upon, or about the Event Center as a result of errors, omissions, or misconduct of Customer, its agents, employees, Event attendees, or Third-Party Contractors; or iii) in connection with the operation, use, or occupancy of the Event Center, and/or use or operation of any SEL equipment in or about the Event Center, by Customer, its agents, Event attendees, or Third-Party Contractors. Customer further agrees to waive all claims against SEL and its employees and agents on account of any loss, damage, or injury from whatever cause that may occur to Customer or Customer’s property in connection with the use or occupancy of the Event Center (including those resulting from any services provided by SEL), except that portion of any loss, damage, or injury arising directly from SEL’s gross negligence or willful misconduct. The indemnity and waiver provided in this section are part of the consideration upon which this Agreement is executed. To the maximum extent permitted by the State of Washington Self-Insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.) Customer assumes full responsibility for the acts and conduct of all Event participants, attendees, and Third-Party Contractors and for all personal property brought to or used at the Event.
9. Limitation of Liability: Recovery by Customer for reason of SEL’s unwillingness or inability to provide the Event Space licensed under this Agreement for any reason shall be limited to return of any Reservation Fee and Damage Deposit. Except as otherwise provided herein, in no event shall SEL’s liability to Customer, its employees or agents, Event attendees, or Third-Party Contractors for any loss or damage, including without limitation indirect, special, incidental, consequential, or punitive damages, arising out of or related to this Agreement, whether for breach of contract, negligence, or otherwise, exceed the lesser of all amounts actually paid by Customer to SEL or the Use Fee. Customer and its officers, employees, agents, and registered volunteers, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Successful claims to pay legal liabilities and defense costs of the state resulting from tortious conduct of Customer and its employees, officers, agents, and registered volunteers in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Notwithstanding anything in this Agreement to the contrary, the extent of the liability WSU contractually assumes under this Agreement is limited to those risks for which WSU is covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act.

Miscellaneous: Both parties agree that this Agreement constitutes a revocable license and not a lease. Smoking is not permitted within the Event Center or within 25 feet of any doors or windows. Neither party shall be liable for failure to perform or delay in performance of any obligation under this Agreement (except payment of amounts already due and owing) where such failure or delay results from any act of God, sabotage, military operation, national emergency, civil commotion, labor disturbance, utility or computer failure, or any other cause beyond any party’s reasonable control. No failure or delay by either party in exercising any right or remedy or insisting upon strict compliance by the other party with any obligation in this Agreement shall constitute a waiver of any right thereafter to demand exact compliance with the terms of this Agreement. The legality or unenforceability of any of the provisions of this Agreement shall not render the remainder unenforceable if the remainder can still be fairly implemented. Customer may not assign this Agreement without the prior written consent of SEL. This Agreement constitutes the entire agreement between the parties with respect to the subject matter, and any modification must be in a writing signed by both parties. In the event legal action is taken to enforce or interpret the terms of this Agreement each party shall bear its own attorney fees and costs. You agree that SEL may take photographs or video during the Event for marketing purposes, though such agreement does not constitute permission to use any image of any individual, nor to use the marks or logos of Washington State University. SEL may, at its sole discretion, impose a late charge equal to the lesser of one percent (1%) per month or the highest applicable rate allowed by law on all amounts not paid when due.