**Facilities Use Rental Agreement for Short-Term Use**

**between**

**WASHINGTON STATE UNIVERSITY EXTENSION**

**and**

**A. PARTIES**

This FACILITIES USE AGREEMENT (the “AGREEMENT”) is made and entered into between Washington State University,an institution of higher education and agency of the state of Washington, by and through WSU Extension (“WSU”), and       (**“**OWNER”).

**B. CONSIDERATION**

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, WSU and OWNER agree as follows:

**C. RENTAL PREMISES**

WSU hereby rents from OWNER the following described premises (the “PREMISES”):

**D. 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     . WSU must negotiate any additional time with OWNER in a separate written document attached to this AGREEMENT.

1. **Recurring Use:**

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

**Weekly** **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)

**Irregularly Scheduled Use** (As needed and as space may be available)

Insert details:

**E. PURPOSE**

WSU will use the premises only as provided for the following purpose:

WSU shall not assign or sublet the premises without OWNER’s prior written consent.

**F. RENTAL RATES AND FEES**

1. Reservation Fee: WSU shall not pay / shall pay       dollars ($     ) (circle option and fill in amount, as appropriate) as a reservation fee due to OWNER within 15 days of execution of this AGREEMENT. The reservation fee shall be no more than 25% of the total rental rate to be paid under this AGREEMENT. The reservation fee shall be credited towards the total rental rate.
2. Rental Rate: WSU shall not pay / shall pay a total rental rate of       dollars ($     ) (circle option and fill in amount, as appropriate) for the rental of the PREMISES pursuant to the payment terms outlined below.
3. Repair or Cleaning Fees: WSU shall maintain the PREMISES in the same manner WSU found the PREMISES, reasonable wear and tear excepted. However, if OWNER must expend funds to repair or clean the PREMISES as a result of WSU’s use, WSU shall pay the reasonable costs of these additional amounts pursuant to the payment terms outlined below.

**G. PAYMENT**

1. Rent Due: WSU shall pay the total rental rate due (minus the reservation fee) within 30 days following completion of the event.
2. Repair or Cleaning Fees: Should there be any repair or cleaning fees incurred, OWNER shall send WSU a detailed invoice documenting the repairs or cleaning needed following the event. WSU shall remit payment within 30 days of the date of invoice. If WSU has any questions or concerns regarding the repairs or cleaning, it must notify OWNER within 10 days of the receipt of invoice. Otherwise, payment is due according to the terms provided herein.
3. Late Payments: Failure to make timely payments to OWNER shall result in a charge of one percent (1%) per month on any unpaid amounts due.

**H. CANCELLATION**

1. WSU may cancel this AGREEMENT for any reason with not less than 30 days prior written notice to OWNER.
2. If notification of a cancellation is received from the WSU between 14 and 30 calendar days prior to the rental date, OWNER may retain the reservation fee, if any, up to $50, and all other funds will be returned.
3. If notification of a cancellation is received from the WSU less than 14 calendar days prior to the rental date, OWNER may retain a $50 cancellation fee or 25% of the reservation fee and all other funds will be returned.

**I. FORCE MAJEURE**

In the event that the parties’ obligations under this AGREEMENT are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this AGREEMENT, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this AGREEMENT. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

**J. HOLD HARMLESS**

Each party to this AGREEMENT shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this AGREEMENT. No party to this AGREEMENT shall be responsible for the acts and omissions of those entities or individuals not a party to this AGREEMENT.

**K. INSURANCE**

WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the Tort Claims Act (RCW 4.92.060 et seq.) and the State of Washington Self-Insurance Program, which provides general liability coverage, including auto liability, for injuries or damages to non-University employees or their property caused by the negligence of WSU, its officers, employees, or agents. *(For more information about WSU’s insurance coverage, go to: riskmanagement.wsu.edu/Selfinsurance.html.)*

Successful claims against WSU and its employees, officers, and agents 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. WSU shall provide a Certificate of Liability Insurance evidencing the coverage provided for herein and/or name OWNER as an additional insured upon request by OWNER.

**L. DUTIES OF OWNER**

OWNER agrees to do the following under this AGREEMENT:

1. Provide use of the PREMISES to WSU for the duration of this AGREEMENT.
2. Inspect the PREMISES prior to WSU’s use per OWNER standard procedures.

1. [Add additional duties as appropriate]

**M. DUTIES OF WSU**

1. WSU will not alter, damage or modify any portion of the PREMISES in any manner, including but not limited to, hanging any decorations, signs or other materials or otherwise placing any holes in the walls of the PREMISES without the prior approval of OWNER.

2. Clean up and clear the PREMISES after use, and maintain the PREMISES in its present condition during use, normal wear and tear excepted.

3. Comply with all applicable laws, statutes and regulations, and OWNER policies, in WSU’s use of the PREMISES.

4. WSU is responsible for provision and set-up of any necessary equipment or fixtures.

5. Additional duties of WSU: [list separately]

**N. APPLICABLE LAWS**

This AGREEMENT shall be governed by and construed in accordance with the laws of the state of Washington.

**O. DISPUTE RESOLUTION**

In the event that a dispute arises under this AGREEMENT that cannot be resolved by the parties, the parties agree to allow the dispute to be resolved by a Dispute Panel in the following manner: each party to this AGREEMENT shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint a third member. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall share equally in the costs, if any, for the services of the Dispute Panel.

**P. NOTICES**

Any communications between the PARTIES or notices to be given hereunder shall be given in writing by (1) personal delivery, (2) facsimile, (3) electronic mail, or (4) first class mail, postage prepaid at the address set forth below:

WSU:

Name/Title:

Address:

Address:

City/State/Zip:

Fax:

Email:

OWNER:

Name/Title:

Address:

Address:

City/State/Zip:

Fax:

Email:

Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication mailed shall be deemed to be given three (3) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when transmitting machine generates receipt of the transmission. Any communication or notice delivered by email will only be deemed received when the recipient responds to the email, and an automatic “email receipt” does not constitute a response.

**Q. SIGNATURES**

EACH INDIVIDUAL WHO SIGNS THIS DOCUMENT BELOW agrees that he/she has read this AGREEMENT, understands it and voluntarily agrees to its terms, and possesses the requisite authority to represent and legally bind the party on whose behalf he/she signs.

**WASHINGTON STATE UNIVERSITY OWNER**

Recommended by:

By: By:

Title: Title:

Date: Date:

Approved by:

By:

Title:

Date: