WASHINGTON STATE UNIVERSITY

**Facilities Use Rental Agreement For**

**Short-Term Use**

## 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 (hereinafter referred to as “WSU”), and      , a      , whose address is       (hereinafter referred to as **“**OWNER”).

## 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”):

(Enter PREMISES description)

**D. DURATION OF AGREEMENT**

This AGREEMENT shall be effective as of      , 20     , and shall continue until      , 20      (the “TERM”), unless terminated earlier as provided for herein. WSU may terminate this AGREEMENT with not less than thirty (30) days prior written notice to OWNER.

**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. MAINTAINING THE PREMISES

WSU shall maintain the PREMISES in the same manner WSU found the PREMISES, reasonable wear and tear excepted. If OWNER must expend funds to repair the PREMISES as a result of WSU’s use, WSU shall pay the reasonable costs of these additional amounts.

**G. 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 State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and 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.

## H. 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]

## I. DUTIES OF WSU

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

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

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

4. Additional duties of WSU: [list separately]

**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. APPLICABLE LAWS**

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

**L. 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. There shall be no cost to the parties for the services of the Dispute Panel.

## M. NOTICES

All notices required to be given under this AGREEMENT shall be delivered to the individuals who are listed below as signatories to this AGREEMENT.

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: