WASHINGTON STATE UNIVERSITY

Brelsford Washington State University Visitor Center

**Facilities Use Rental Agreement – External User**

## PARTIES

This FACILITIES USE AGREEMENT (the “AGREEMENT”) is made and entered into by and between the **Brelsford** **Washington State University Visitor Center** (“WSU”)**,** an institution of higher education and agency of the state of Washington located in Pullman, Washington, and (**“**RENTER”).

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

1. **RENTAL PREMISES**

WSU hereby agrees that RENTER will have the nonexclusive right to enter and use the Brelsford WSU Visitor Center, located at 150 E. Spring Street, Pullman, Washington, 99163 (the “PREMISES”) during the limited time and for the sole purpose set forth in this AGREEMENT.

1. **PURPOSE**

RENTER will use the PREMISES only for the following purpose (“EVENT”):

1. **DURATION OF AGREEMENT**
2. **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.

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 additional details:

# RENTAL FEES AND OTHER CHARGES

1. **Rental Fees**

The current rental fees charged by WSU are set forth on Exhibit A attached hereto and incorporated herein. WSU reserves the right to update Exhibit A at any time.

1. **$50 Reservation Fee**: Upon execution of this AGREEMENT, RENTER shall pay to WSU a reservation fee in the amount of fifty dollars ($50), which shall be credited toward the total rental fee.
2. **Rental Fee Balance**: The RENTER will pay the remaining balance of the rental fee no later than the day of the EVENT, prior to the start of the EVENT.

The total rental fee for the EVENT as reflected herein is: $ .

1. **Additional Fees**
	1. **Change Fees**: Any changes requested by RENTER to the EVENT as set forth above and any additional services after execution of this AGREEMENT shall be at the discretion of WSU and at the expense of RENTER. Such changes and additional services must be agreed upon by WSU and the RENTER and reflected in an additional written agreement. RENTER agrees to pay all actual costs incurred in accordance with the WSU’s invoice(s).
	2. **Repair Fees**: RENTER shall maintain the PREMISES in accordance with this AGREEMENT. If WSU must expend funds to restore PREMISES to its previous condition or to repair damage done by any person during the time RENTER is renting the PREMISES, RENTER shall be charged the reasonable cost thereof.
	3. **Final Invoice(s)**: Should there be any fees incurred after the rental fee balance has been paid (such as fees for additional services, changes, damages, or failure to vacate), WSU will invoice RENTER for the remaining balance due after the EVENT. WSU will attempt to include all such amounts on one final invoice, but reserves the right to issue more than one invoice for the collection of these fees. RENTER shall pay all amounts invoiced within thirty (30) days of the date of invoice. Failure to make timely payments to WSU shall result in a charge of one percent (1%) per month on any unpaid amounts due.

**F. CANCELLATION AND TERMINATION**

1. **WSU Termination for Convenience:** WSU may terminate this AGREEMENT for convenience by written notice to RENTER any time prior to fourteen (14) days before the date of the EVENT. In the event of such termination for convenience by WSU, WSU will refund to RENTER the reservation fee and shall have no further liability to the RENTER for any cause whatsoever.
2. **WSU Termination for Cause:** WSU may terminate this AGREEMENT at any time for cause (due to the act or failure to act of RENTER, as required by this AGREEMENT or otherwise). If, in the determination of WSU, RENTER’s act or failure to act constitutes a threat to the safety of or an endangerment of any person, or constitutes an imminent threat of significant property damage, such termination will be immediately effective. For all other reasons for termination for cause by WSU, WSU will provide at least forty-eight (48) hours’ written notice to RENTER. WSU may, but need not, give the RENTER the opportunity to cure the default at issue as WSU deems appropriate, in its sole discretion. In the event of termination for default, RENTER shall not be entitled to a refund of the reservation fee.
3. **RENTER Termination:** RENTER may terminate this AGREEMENT for any reason at any time. In the event of termination by RENTER, RENTER shall not be entitled to a refund of the reservation fee. In addition, if RENTER terminates this AGREEMENT with less than seven (7) days’ notice, RENTER agrees that WSU will suffer damages. Such damages will be a result of the inability of WSU to offer the unused PREMISES to another group and/or the cost to WSU of trying to re-rent the PREMISES. The exact amount of damages will be difficult to determine. Therefore, RENTER agrees that if RENTER terminates this AGREEMENT with less than seven (7) days’ advance notice, RENTER will pay as liquidated damages, not as a penalty, fifty percent (50%) of the rental fee and other fees stipulated in this AGREEMENT.

**G. NON-EXCLUSIVE USE**

RENTER’s right of access to the PREMISES is not exclusive. WSU, its successors, agents, and assigns, shall each have the right to use the PREMISES for all purposes as are permitted by federal, state, and local statutes, laws, ordinances, codes, regulations and rules, or as determined by WSU, so long as such use does not interfere with RENTER’s rights hereunder.

**H. 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. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the RENTER or subcontractor/ THIRD-PARTY CONTRACTOR, or agents of either, while performing under the terms of this AGREEMENT. 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

 □ Waiver of insurance requirement is granted:

(Initials of authorized WSU personnel) .

## I. DUTIES OF WSU

WSU shall provide to RENTER access to and use of the PREMISES for the dates and times indicated in this AGREEMENT, subject to the terms and conditions of this AGREEMENT.

## J. DUTIES OF RENTER

1. RENTER 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, nor shall RENTER permit its agents, employees, contractors, invitees or permittees to do the same, without the prior approval of WSU.
2. RENTER must abide by all pertinent and applicable WSU policies, rules and regulations in its use of the PREMISES.
3. RENTER shall ensure the attendance at the EVENT does not exceed the capacity of the PREMISES, and that all exits remain unobstructed.
4. RENTER will maintain the PREMISES in the same condition it was in upon RENTER commencing use or occupancy of the PREMISES.
5. RENTER must provide post- EVENT clean-up of the PREMISES including removing trash, supplies, food and drink, and personal property. If, in the sole determination of WSU, the PREMISES are not left in clean condition, WSU may cause the PREMISES to be cleaned and charge the reasonable cost thereof to RENTER. RENTER hereby gives WSU permission to immediately dispose of any items left by RENTER or its agents, employees, contractors, invitees or permittees after the termination of this AGREEMENT.
6. Except as otherwise provided by law, no animals (except service animals) are permitted within the PREMISES.
7. No illegal drugs are permitted on the PREMISES. Alcohol may only be permitted with the approval of the appropriate WSU officials and with the proper permits and licenses. It is RENTER’s responsibility to obtain these approvals, permits and licenses.
8. No smoking or other tobacco or nicotine use is allowed on the PREMISES at any time. WSU Pullman campus is a tobacco and nicotine free campus per Section 504-38 of the Washington Administrative Code and the WSU Safety Policies and Procedures Manual.
9. RENTER shall provide EVENT security from a WSU-approved provider if RENTER desires EVENT security, or if WSU determines, in its sole discretion, that RENTER is required to provide EVENT security.
10. RENTER must obtain any necessary licenses for copyrighted material used in conjunction with the EVENT.
11. RENTER must pay all fees charged by any third party that RENTER has contracted with in relation to the EVENT (“THIRD-PARTY CONTRACTORS”). Any THIRD-PARTY CONTRACTORS are subject to WSU’s approval.
12. RENTER shall pay all taxes imposed in connection with RENTER’s use of the PREMISES.
13. RENTER shall not assign or sublet the PREMISES without first obtaining WSU’s written consent.
14. All food items for consumption on the PREMISES 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 Whitman County Health Department guidelines.
15. Additional duties of RENTER: .

**K. PREMISES AS-IS; NO REPRESENTATIONS OR WARRANTIES**

The RENTER acknowledges that its representative has had an opportunity to examine the PREMISES, facilities and equipment and accepts the same in their condition as is. RENTER hereby expressly waives any and all claims of whatever nature for any or all loss or damage sustained by reason of any defect, deficiency, failure or impairment of the PREMISES or any services to or in the PREMISES, including but not limited to the water supply system, heating system, power supply, wires leading to or inside PREMISES electric or telephone systems, or from any other source whatsoever.

RENTER acknowledges that neither WSU nor its agents or employees have made any representations or warranties as to the suitability or fitness of the PREMISES for the conduct of EVENT or for any other purpose. WSU shall have no obligation for any modification or improvement of the PREMISES.

**L. HOLD HARMLESS AND INDEMNIFICATION**

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.

**M. APPLICABLE LAWS**

RENTER will comply with 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.

**N. NON-DISCRIMINATION**

There will be no discrimination by either party in the performance of this AGREEMENT on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

**O. 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.

## P. NOTICE

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: Elizabeth McManus, Marketing/Promotions Coordinator

Address: 150 E. Spring Street

Address: PO Box 641912

City/State/Zip: Pullman, WA 99164-1912

Telephone: 509-335-0088

Email: elizabeth.rudd@wsu.edu

RENTER:

Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, or to such other addresses or numbers as either party may provide from time to time. 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**

THE INDIVIDUALS SIGNING THIS AGREEMENT represent that they have been given authority to bind their respective PARTIES, and agree 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: Elizabeth McManus By:

Title: Marketing/Promotions Coordinator Title:

Date: Date:

Approved by:

By:

Title:

Date:

**EXHIBIT A**

This is a schedule of rental fees as of the date of the signing and approval of this AGREEMENT. These rates are subject to change.

* Up to 6 hours: $200.00 flat fee
* $50 for each additional hour in excess of 6, up to a maximum of $600.00 or ten hours per calendar day.
* $50.00 per hour (or any portion thereof) for RENTER’s failure to vacate the PREMISES as provided in this AGREEMENT.