

# SEL Event Center Use Form

Schweitzer Engineering Laboratories, Inc. (SEL) and Patron, identified below, agree that this Event Center Use Form and the attached Use Terms shall govern Patron's use of the SEL Event Center located at 1825 Schweitzer Drive, Pullman, Washington 99163.

**Event: EECS Open House, Graduation, and Awards Banquet**

Event Date and Duration: Thursday April 19, 2012

Room(s) are Available (*including* set-up and tear-down) from: 4:00pm-10:00pm

Number of Attendees Expected: 200

**Event Space:**

Faraday Hall: \$1000.00

Kitchen: \$100.00

**Reservation Fee: \$ 550.00**

**Due Date: April 05, 2012**

**Use Fee\*: \$ 385.00**

**Due Date: April 05, 2012**

**Damage Deposit: \$0.00**

**Due Date: N/A**

**TOTAL ROOM RENTAL FEES: \$935.00**

**Other Expenses\*\*:**

**Due Date: April 26, 2012**

**TOTAL: TBD**

\*Reflects 15% 5 year plan discount, applied to final bill

\*\*\$250.00/hour to be billed if past allotted contract times

**Final Room Arrangements and Other Details:**

**Due Date: April 12, 2012**

5 Year Plan: Yes- year 4 of 5

Method of Payment(s): Check

Purchase Order No.. (for SEL use only): 04/19/12-01-SEC

**Contact Person: Cindy Lou Zimmerman**

**Telephone: 509-335-6603**

**Schweitzer Engineering Laboratories, Inc.**  
2350 NE Hopkins Court  
Pullman, WA 99163  
Telephone: 509-334-5050 FAX: 509-334-0473

**Customer: School of EECS**  
Address: PO Box 642752  
City: Pullman State: WA Zip: 99164  
Telephone: 509-335-6602

**SEL Signature:** \_\_\_\_\_

**Signature:**  \_\_\_\_\_

**SEL Name:** \_\_\_\_\_

**Name:** Amanda N. Owen  
Contracts Manager

**SEL Title:** \_\_\_\_\_

**Title:** Washington State University

**Date:** \_\_\_\_\_

**Date:** 4/17/12

## 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, and Additional Expenses:** The Customer agrees to use the Event Space, adjacent common areas and parking lot in accordance with 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. The Reservation Fee is due within three days of booking, unless otherwise indicated in the Event Center Use Form. 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. The remaining balance of the Use Fee is due within thirty (30) days of receipt of invoice after the Event, unless otherwise indicated in the Event Center Use Form. If Customer fails to pay the Use Fee within the required time, then Customer agrees that SEL may cancel the Reservation and keep the Reservation Fee. 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 upon demand.
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 to ensure that attendees remain within the Event Space, act 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; ii) obtain any required 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 third-parties providing services for the Event; and vi) pay all taxes imposed in connection with Customer's use of the Event Space.
5. **Insurance:** Upon request, Customer shall provide a Certificate of Insurance to SEL showing Customer has reasonable insurance or self-insurance coverage and that Customer has added SEL as an additional insured.
6. **Damage to Property and Cleaning:** Customer must leave the Event Center in substantially the same condition as before the Event, and 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 Reservation Fee and will provide Customer with an itemized list of the expenses, together with the balance, if any, of the Reservation Fee. If the expenses exceed the balance of the Reservation Fee, Customer agrees to pay the difference upon demand. As used herein, "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 by Customer, SEL may cancel the Event at any time for breach of this Agreement or for violations of law. An agent of SEL may be present at any time to observe the event and compliance with this Agreement.
8. **Indemnification:** To the maximum extent permitted by law, Customer shall indemnify and hold harmless SEL, its employees and agents from and against all liability, loss, damage, cost or expenses (including reasonable attorney fees and court costs and amounts paid in settlement and judgment) arising from any act, incident or accident occurring in, upon or about the Event Center as a result of the acts or omissions of Customer, its agents or employees, or arising in connection with operation, use or occupancy of the Event Center by Customer, its agents or employees, including without limitation any liability, loss, damage, cost or expenses resulting from the death of any person, or any accident, injury, loss or damage caused to any person or property in or about the Event Center. Customer further agrees to waive all claims against SEL, 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, 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. Customer assumes full responsibility for all personal property brought to or used at the Event.
9. **Miscellaneous:** 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. 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 be responsible for its own attorney fees and costs. SEL reserves the right to take photographs during the event for marketing purposes, and shall be responsible for obtaining releases and/or permissions from the individuals photographed.