

2017 WSU Limited Use of Palouse Empire Fair Permit

This LEASE, between the Palouse Empire Fair, a division of the Whitman County Fair and Facilities Management Department, and Washington State University, an institution of higher education and agency of the state of Washington by and through its Whitman County Extension 4-H Program, hereinafter referred to as TENANT, on the date of final signature below, signifies an agreement to rent the following specified facilities at the Palouse Empire Fairgrounds for the stated use, subject to pre-arranged fees and charges, based on a per event quote. This agreement shall be in effect for any event scheduled through the Whitman County Fair and Facilities Management Department through 2021.

Event Description: WSU Whitman Co. Extension 4-H Programs and Activities AS DESCRIBED;

Date of Event: _____ Set up Date: _____ Clean up Date: _____

Special Conditions: NO additional labor/ Equipment/ Attendant will be needed before or during events.

Areas needed- TBD:

Programs: PRE-ARRANGED USES ON PER EVENT BASIS

Estimated Attendance: TBD Sponsor: Whitman County Extension 4-H

Insurance Company: WSU Insurance Voucher on File Insurance Received: YES

Contact Person: Janet Schmidt Address: Ext. Office, 310 N Main St, Rm 209, Colfax

Email: schmidtj@co.whitman.wa.us or schmidtj@wsu.edu Phone: 509-397-6290

*****No Reservation Fee Required*****

Event Rental Price \$ _____

(Price and date will be pre-arranged on a per event basis, and paid no later than thirty (30) days after invoice is received by the WSU 4-H Extension office, and is not to be billed until post event)

I, Casey St. Clair, on behalf of Washington State University and Sponsor, have read this contract's terms and agree that the Sponsor agency stated herein shall abide by them in renting the Palouse Empire Fair Facilities determined above. I, on behalf of Washington State University and Sponsor, agree to provide insurance coverage as agreed upon herein, as well as obtain any and all permits required as necessary for the stated functions.

Casey St. Clair 20170511
Casey St. Clair Date
Contracts Assistant Manger
Washington State University

[Signature] 6/7/2017
Fair Management Date

Sponsor Name: _____ Date _____
Title: _____

Fair Name: _____ Date _____
Title: _____

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THIS LEASE IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Tenant agrees to set up any all needs for their respective event and keep the premises clean and orderly, and at the expiration of the term, perform any cleaning services necessary to leave the facility as it was found, reasonable use and wear excepted. In the event any part of the facility reserved and/or the fairgrounds is damaged as a result of any action associated with the rental by the Tenant, the Tenant agrees to pay for the cost of repairs for said damages, payment for said repairs due within 30 days after the scheduled event.
2. The Tenant rents the Event Center in its "as is" condition. Additional amenities deemed necessary by the tenant shall be the responsibly of the Tenant and shall be listed in writing on this contract. **The Tenant agrees not to assign this agreement nor underlet the whole nor any party of the premises, no make any alterations to same, without the written consent of Fair Management, under penalty of forfeiture and damages.**
3. Failure to make payment within the specified time line stated above will result in future contracts becoming null and void.
4. **A signed contract is required to secure the dates of your event, unless stated otherwise in special conditions, and signed off by Fair Management.**
5. The Fair shall make available reasonable utility accommodations for the event at no extra charge.
6. **The Tenant agrees to utilize the disposal dumpster provided in the main parking lot, or at the RV gate or haul away refuse at their own expense.**
7. The Tenant agrees to comply with all rules enforced by the Fair and Facilities Management Department and Whitman County, as provided, regarding the Use of any fairgrounds facilities.
8. **The Tenant is informed that the facility lease is not an exclusive use of the entire facility, and that simultaneous lease of the Facility is common practice in the booking process.**
9. Tenant agrees to hold Whitman County Fair and Facilities Management Department, the Palouse Empire Fair and management harmless for any claim made against same on account of any negligent acts or omissions of said Tenants, or on account of any injury to any person or damage to any property, including the county's property, which may occur due to the negligent acts or omissions of the Tenant or their agent(s) or employee(s) or registered volunteer(s) on account of any fire, explosion, or other calamity caused by any negligence thereto, or any material brought on to the premises by the Tenant or their agent(s) or Employee(s) or registered volunteer(s).
10. Tenant agrees to secure a general liability insurance policy of at least \$300,000.00 or **in the case of an event where alcohol may be served**, \$500,000.00 with a minimum of \$300,000.00 for Property Damage, to protect both the Palouse Empire Fair and Tenant. Tenant agrees to furnish a certificate to show such insurance is in force at time of event. Certificate must be attached to signed contract and received by the Palouse Empire Fair Management, **NO LATER THAN 60 DAYS PRIOR** to the starting date of lease. Any exceptions or special conditions must be stated on this contract above. Alcohol shall not be procured or provided by WSU in the performance of this Agreement.
11. Violation by the Tenant of any of the above terms and conditions shall be deemed a forfeiture of this agreement, and it shall entitle the Fair to forthwith terminate this agreement and demand immediate vacation of the premises and payment of reasonable appropriate damages resulting from any violation of this lease, including but not limited to, any costs for damages incurred as a result of the negligent acts or omissions of Tenant's employees, agents, officers or registered volunteers, or damages caused by the Tenant as a result of the necessity of forfeiting this Limited Premises Use Permit.
12. In the event; the premises shall become wholly or partially unusable before the tenancy, this lease may be terminated by either party, and no charges or fees shall be incurred.
13. **The Tenant agrees to not hang anything, cause damage, or add damage to the walls and ceilings of the Event Center.**

 WSU Initial

 Fair Initial

____ Sponsor Initial