

FRUITVALE GRANGE HALL RENTAL AND HOLD HARMLESS AGREEMENT

2908 Castlevale Rd. • Yakima, WA 98902 • 452-6311

MAILING ADDRESS: Fruitvale Grange #348 • 732 Summitview Ave., PMB 716 • Yakima, WA 98902-3032

Rental agreement made on July 17, 2018 between Fruitvale Grange No. 348, hereinafter known as Owner,

And WSU Extension Yakima County 4-H, hereinafter known as Renter.

Renter's Address 2403 S. 18th Street Ste. 100, Union Gap WA Phone No. 509.574.1600

THE OWNER AND RENTER HEREBY AGREE AS FOLLOWS:

1) Rental of Grange Hall. Owner hereby rents to Renter, and Renter rents from Owner the Grange Hall located at 2908 Castlevale, Yakima, Washington, 98902 for the period commencing at M on 8/8/2018 and expiring at M on 4/31/2021 as mutually agreed upon by Owner and Renter

2) Payment by Renter. With the execution of this agreement, unpaid balance due in cash before event.

Fee Rate \$ 0 Use of arch and fencing is an additional \$10.00 charge.

Cancellation Policy: Cancellation must occur prior to the event. No deposit refund will be given without 48 hours notice.

Deposit: A minimum reservation fee of \$125.00 may be held as a damage deposit. This fee will be forfeited if damage occurs.

Deposit Paid \$ 0 Date N/A

3) Purpose: The Grange Hall shall be used by Renter solely for the purpose of 4H activities and the Renter shall not use or allow use of the Grange Hall or its premises for any other purpose...

4) Condition of Grange Hall. Renter acknowledges that Renter has examined the Grange Hall and premises, is satisfied with the condition thereof and relies completely upon such examination...

5) Alcoholic Beverages. Renter shall be responsible for all liability occurring or resulting from the consumption of any alcoholic beverage in the Grange Hall or on its premises during the rental period.

6) Grange Hall Policy: Failure to comply with any of the following Grange Hall policies will result in forfeiture of the deposit:

- a) No smoking in the Grange Hall
b) No food or drink in the main hall or sitting room
c) No loud sound equipment, No loud music
d) No 220 electrical hookups
e) No running around in the Grange Hall
f) One or more Grange members may be present
g) Event stops at 11:00 pm
h) Decorating time - 4 hours
i) Bring your own serving supplies
Capacity 130
NO HARD LIQUOR

7) Orderly Conduct. Renter shall maintain order throughout the rental period, and shall not engage in, or allow others to engage in any event or conduct in the Grange Hall or on its premises which may cause harm, injury or damage to person or property during rental period.

8) License and Permits. Renter shall secure from the public agencies having jurisdiction, any license or permit required as to any activity or purpose for which the Grange hall or its premises are to be used and shall pay any cost or fee required for such license or permit.

9) Security. Renter will provide one approved security professional at events when needed as determined by the Owner.

10) Return to the Grange Hall. Upon expiration of the rental period, Renter shall return the Grange hall and its premises to Owner in the same condition with all contents of the hall returned to their original location as at commencement of the rental period. ^ event, reasonable wear and tear excepted

11) Damages. If use of the Grange Hall by Renter results in damage to the Grange Hall, its premises, or any contents furnished by Owner, the Renter shall be liable to the Owner for the amount of such damage. If the amount of damage exceeds the amount of the damage deposit, the Renter shall pay the Owner the amount of such excess promptly upon demand by Owner. If Renter fails to pay such excess amount when so demanded, and Owner brings suit against Renter to recover same, Owner shall be entitled to be awarded costs and reasonable attorney fees in addition to any amount awarded Owner by the Court for the damage. However, the parties shall bear their own attorneys' fees

12) Hold Harmless. Renter shall defend, indemnify, and hold Owner harmless from any and all claims, losses, liability, demands, suits, or judgements, including attorney's fees, legal costs, and personnel costs, brought against Owner by any person or entity for deaths or injuries to persons or for loss or damage to property arising out of or in connection with the use and occupancy of the Grange Hall and its premises by Renter, its agent, servants, employees or invitees whether or not caused by Owner's negligence.

13) Insurance Provisions. At least one week prior to the event Renter shall provide Owner with a properly executed Certificate of Liability Insurance, reflecting minimum limits of \$300,000.00, on which the Owner has been named as the Certificate Holder, and as an Additional Insured. Online at www.wedSAFE.com

14) Entire Agreement Modification. This document contains the entire agreement and understanding between the parties relating to the Grange Hall and its premises. No modification or claimed waiver shall be binding upon any of the parties unless in writing made after the date hereof making specific reference to this agreement and signed by the Owner and the Renter.

Signed at Yakima, Washington this 17 day of July, 2018

By owner Fruitvale Grange #348

By Renter Casey St. Clair 20180717 Date

Contracts Assistant Manager
WSU Office of Finance and Administration
Approved as modified and subject to Addendum A

Addendum A

- a) Washington State University and its officers, agents, employees and registered volunteers, when acting in good faith and within the scope of their official duties, are covered by the State of Washington's Self-Insurance Liability Program (SILP) and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Washington State University and its covered entities in the performance of this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
- b) Anything in this Agreement to the contrary notwithstanding, the parties expressly acknowledge and agree that (1) Washington State University's liability and indemnification obligations hereunder are subject to the coverage limits (as to type and amount) as described in the SILP, and (2) Washington State University will only provide a defense Fruitvale Grange Hall if the Office of the Attorney General for Washington determines that (a) coverage for the costs of the same are within the scope of the coverage afforded to Washington State University by the SILP and the Tort Claims Act, or (b) notwithstanding a lack of coverage for such defense costs, it is appropriate for Washington State University and the State of Washington to do so.

Initialed:

Washington State University: *Col*

Fruitvale Grange Hall: *nm*