Kittitas County, Washington
Kittitas Valley Event Center
License for Use of Resources (Facilities, Equipment and Services)

PART I

This is a License to Use agreement between Kittitas County, Kittitas Valley Event Center (hereinafter referred to as "KVEC") and the party named on line I.B.1. In consideration of the mutual covenants and agreements stated in Part I and Part II of this document and all attachments hereto, the parties agree as follows:

I.A. LICENSE TO USE KVEC RESOURCES
KVEC hereby grants to Licensee, and Licensee hereby accepts, a license to use KVEC resources for the purpose of holding various events, as described in I.B.8.

I.B. CONFERENCE / EVENT INFORMATION
1. NAME OF CONTRACTING PARTY: Washington State University, an institution of higher education and agency of the state of Washington, by and through its Extension programs (“WSU” or “Licensee”).
2. PRINCIPAL ADDRESS: P.O. Box 641045 Pullman, WA 99164-1045
3. AUTHORIZED REPRESENTATIVE TO BIND LICENSEE: Casey St.Clair, Contracts Assistant Manager
4. EVENT POINT OF CONTACT:
5. CONFERENCE / EVENT PROMOTED NAME: 
6. EVENT DATES: Upon mutual agreement and availability of the Parties. See Section I.B.7 below.
7. EVENT DETAILS:

<table>
<thead>
<tr>
<th>EVENT DATE(S)</th>
<th>DESCRIPTION OF ACTIVITIES</th>
<th>ANTICIPATED ATTENDANCE</th>
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8. EVENT ACTIVITY/PURPOSE: Various WSU Extension events, to include educational events with landowners, natural resource professionals, youth, and the general public.

I.C. SERVICES AND FEES
1. Licensee acknowledges that this agreement is subject to the Group Size and Event Activities, as stated in I.B.7. Costs to KVEC for hosting various events are largely flexible based upon use of certain facilities and, in part, upon attendance and activity, KVEC may determine appropriate Rental Fees for each subsequent event under the terms of this agreement.
2. FACILITIES:

<table>
<thead>
<tr>
<th>Date(s) Needed</th>
<th>Facility Needed</th>
<th>Rental Fee</th>
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3. ADDITIONAL SERVICES/LABOR

<table>
<thead>
<tr>
<th>Date(s) Needed</th>
<th>Service Needed</th>
<th>Service Fee</th>
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a. Commercial Activities/Admission: A Commercial Activity is defined as any event where spectators are charged an admission fee to the contracted event. For Commercial Activities, total Rental Fees will be based on the minimum Rental Fees listed in I.C.2, or 20% of gross admission sales, whichever is greater. Proof of admission sales must be arranged with the KVEC office no later than forty-eight (48) hours after the conclusion of any event taking place under the terms of this agreement.

b. Concessions/Commercial Vendors: Licensee will be charged a flat license fee of $30.00 per day, per Vendor for all outside Vendors used at events under the terms of this agreement. Licensee/Vendor is responsible for removing all trash.

Page 1 of 7 Master Initial for Licensee: 〇〇〇 Master Initial for KVEC: 〇〇〇 Event Initial for Licensee: 〇〇〇
I.D. RESERVATION FEE, PAYMENTS, AND BILLING

1. Reservation Fees are non-refundable and based on the Anticipated Fees (I.C.4)

2. A RESERVATION FEE not to exceed 25% of the Anticipated Fees is due within two (2) weeks of a fully executed event agreement.

3. FINAL BILL: An invoice for the remaining amount due under this agreement will be issued within ten (10) business days after the close of the activity. Payment is due within thirty (30) days of receipt of the invoice (see I.D.4., Billing and Review of Bills).

4. BILLING AND REVIEW OF BILLS
   a. Invoices not paid within 30 days will be charged a late payment penalty of 1% for every 30 days late. Accounts over 90 days past due are subject to an additional 18% collection charge and will be forwarded to a third-party collection agency.
   b. All Reservation Fees are non-refundable.
   c. Licensee may request, in writing, a review of charges within twenty (20) days of receipt of Final Bill / Invoice. After twenty (20) days, charges will not be reviewed until invoice is paid in full. Requests for review must be in writing to be valid. Non-disputed charges shall be paid in accordance with Section I.D.3., above.

5. PAYMENT FORMS
   KVEC will accept University Check, Cash, Visa and MasterCard. Make checks payable to the Kittitas Valley Event Center.

6. TAXES
   Licensee will be charged applicable Washington State Sales and Use Taxes unless a current State of Washington, Department of Revenue, Sales and Use Tax Division, Exemption Certificate and related account number is on file with KVEC prior to any applicable event.
   This agreement will not be valid, nor will reservations be guaranteed by KVEC, until it is signed first by the authorized representatives of KVEC and Licensee agreeing to the overarching terms, and subsequently by the Event Point of Contact for Licensee, and a KVEC official agreeing to the details regarding specific events.

I.E. CANCELLATION OR CHANGES MADE BY LICENSEE

1. KVEC may claim as liquidated damages all Reservation Fees held and money owed on invoices outstanding if Licensee cancels an event within thirty (30) days of the start of the event. Cancellation of this agreement or of any facilities or services must be done in writing. Failure to do so will result in Licensee being billed for the full amount of Anticipated Fees.

2. Licensee agrees to pay as liquidated damages the following amounts for cancelling this agreement. In return, KVEC agrees to hold no further claims against Licensee for said cancellation.

<table>
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<tr>
<th>Cancellation Date</th>
<th>Penalty</th>
<th>Total Liability</th>
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<tbody>
<tr>
<td>From Contract Execution to thirty one (31) days prior to the start of the event</td>
<td>25% of Anticipated Fees</td>
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<tr>
<td>Within thirty (30) days of start of the event</td>
<td>100% of Anticipated Fees</td>
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[SIGNATURE PAGE TO FOLLOW]
PART II

II.A. FACILITIES ACCEPTANCE/DAMAGES: Licensee accepts the licensed premises in “as is” condition without any obligation by KVEC to alter or make changes in any of its physical facilities. Licensee may, at its own expense, make alterations, installations, decorations and like items, provided it receives the prior written approval of an authorized KVEC representative to do so. Licensee agrees to pay for any reasonably required or requested special and additional services, facilities, equipment, materials, technicians, etc., supplied by KVEC, at prevailing rates and conditions, as agreed upon at Event Agreement execution, and to be paid in accordance with Section I.D.3. A list of these rates may be obtained from the KVEC office. Licensee agrees to pay for any damage, beyond normal wear and tear, to any structure, landscaping, equipment, etc. that can be attributed to the negligent acts or omissions of Licensee, its officers, agents, employees, and registered volunteers who are acting in good faith and within the scope of their official duties in the performance of this agreement. KVEC will bill all attributed damages to the Licensee and will not be responsible for collection from individuals.

II.B STALL USE: KVEC’s sole responsibility shall be to provide a non-bedded stall at the beginning of each occupation period, and to clean the stalls at the end of that period. Interim stall care is the responsibility of the Licensee/Individual stall users. Licensee/Individual stall users are responsible for providing rakes, shovels, wheelbarrows and other equipment. Stall counts for the purpose of billing are to be verified by representatives of both the Licensee and KVEC for billing to Licensee at the end of each occupation period.

II.C. RULES AND REGULATIONS: Licensee covenants and agrees to abide by all applicable laws and regulations, and policies and rules established by KVEC and its authorized representatives to the extent they are not inconsistent with applicable law; to provide any licenses and permits required to comply with federal, state, county and city laws, statutes, resolutions and ordinances; and to incur no bills or obligations for labor, materials or otherwise for which KVEC may be or become liable.

II.D. INSURANCE: Licensee, on behalf of itself, its agents, partners, employees, members, and insurers, releases and forever discharges, and agrees to defend (such defense shall be provided at the sole discretion of the Office of the Attorney General for Washington), indemnify, and save and hold harmless KVEC, Kittitas County, State of Washington, and its and their Board of Commissioners, agents, employees and all of its and their divisions and departments, by whatever name known [herein “released parties”], from any and all claims, demands, debts, losses, obligations, actions, or causes of action, of whatever nature or kind; whether relating to persons, property, business, or otherwise; which may arise from, or on account of, or be in any way related to any negligent act or omission on the part of the Licensee or any of its agents, officers, employees, or registered volunteers, who are acting in good faith and within the scope of their official duties in the performance of this agreement, except to the extent that such claim arises in whole or in part as a result of the negligence, including gross negligence, or intentional misconduct of the released parties referred to above.

In the event litigation arises to enforce the terms of this agreement, the parties shall bear their own attorneys’ fees and costs.

In connection herewith, Licensee agrees to secure insurance and/or self-insurance for the respective dates, as specified in I.B.7, with coverage in the minimum amount noted below, unless KVEC, in its sole discretion, specifies otherwise. The released parties shall be named as additional insured in said policy and certificates of insurance shall be provided to KVEC as soon as practical after Agreement Approval has been reached, and annually thereafter. If such policy/ies shall materially change, Licensee shall endeavor to notify KVEC at least thirty (30) days in advance of the effective date of such change. This insurance will provide both general liability protection and protection for any damage to the premises as described above.

Minimum Insurance Required: $1,000,000 per occurrence / $2,000,000 aggregate

II.E. EXISTING SYSTEMS: KVEC will furnish built-in public address systems and sound, heat or air conditioning, and light as provided by existing equipment and fixtures in the licensed premises during activity hours only. Any additional facilities or equipment required to furnish additional electrical current or sound to meet the needs of Licensee will be paid for by Licensee, provided, however, that none shall be installed unless agreed to by the authorized representative of KVEC in advance. No unauthorized hookups to any utilities shall be allowed on premises without approval of KVEC.

II.F. PARKING: Designated parking for each event will be assigned by KVEC administration. Traffic control and RV/Camping verification is the sole responsibility of the Licensee. If due preparation and care is not exercised by Licensee, KVEC reserves the right to provide reasonably needed personnel, at the expense of the Licensee, to meet KVEC expectations of traffic and public safety needs. In all instances, fire lanes shall be kept open and parking shall not obstruct fire hydrants or fire stations.
• Proof of approved Washington State Liquor Control Board Banquet Permit OR WSLCB Special Occasion License must be submitted to KVEC no less than two weeks prior to the scheduled event.
• If alcohol is being served, it shall be served after 5:00pm and licensee must hire a bonded security agency to supply security within the premises for the duration of Licensee’s event. A copy of the signed security agency contract must be returned to KVEC office no less than two weeks prior to the scheduled event.

II.0. INCIDENT REPORTING: KVEC management is to be notified immediately of any incident that occurs during the event. Please report all injuries or accidents to persons, property, violence, theft, fire, or hazardous conditions of any kind.

II. P. ASSIGNMENT: No portion of this license, or any rights or responsibilities thereunder, may be assigned or delegated by either Party without the prior written approval of the other Party. Licensee has no right to sublet any portion of the premises without the prior written approval of KVEC.

II. Q. DISCRIMINATION: The Parties, in the execution of this agreement, shall in no way discriminate in any manner on the basis of sex, race, national origin, sexual orientation, religion, age, disability, or other legally protected characteristic, and shall abide by all applicable state, federal, and local laws governing same.

II. R. AMENDMENTS AND REVISION: This Contract cannot be amended, modified, supplemented, or rescinded except in writing signed by KVEC and Licensee. No waiver of any provision of this Contract shall be valid unless such waiver is in writing and signed by KVEC. Further, such waiver or failure to enforce a clause of this agreement shall not be construed to be a permanent waiver of future rights unless specifically stated such in writing and signed by the authorized representatives of the Parties.

II. S. BINDING: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

II. T. ENFORCEMENT: The failure by either Party to enforce at any time any of the provisions of this License Agreement, or any rights with respect thereto, or to exercise any election herein provided shall in no way be considered to be a waiver of any such provisions, rights, or elections, or in any manner affect the validity of this License Agreement, and shall not preclude that Party from availing itself of such at any time.

II. U. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Kittitas. This Agreement shall be governed by the law of the State of Washington.

II. V. ADA COMPLIANCE: The Parties will establish and implement policies and procedures, take all needed steps, and provide all necessary personnel to ensure that the Activity(s) are accessible to individuals with disabilities as required by law. This will include, but not be limited to, informing individuals with disabilities of accessible areas in and features of the premises.

II. W. ACTIVITIES AND ADVERTISING: The Licensee shall keep all activities and advertising matters within the space designated and shall place no advertising on the outside of the permanent buildings without the KVEC’s permission. All advertisement that includes KVEC as the location must announce or list the facility location as “Kittitas Valley Event Center”, unless express written permission is obtained from KVEC to use other marks.

II. X. TERM: The term of this agreement shall commence on the date both signatures are obtained in the “Approval of Agreement” section, and continue for a period of five (5) years unless terminated sooner as provided herein. Upon the expiration of the term, this agreement shall cease unless explicitly extended via modification executed by the parties.

This License Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and contains all of the agreements among the parties with respect to the subject matter and supersedes and replaces all agreements, both oral and written. There are no other arrangements, understandings, restrictions, representations, or warranties among the parties hereto.