

# Facilities Use Agreement

This agreement by and between the Thurston County Fair Foundation (TCFF) and Washington State University (User), by and through:

WSU Thurston County 4-H Youth Development  
3054 Carpenter Rd SE  
Olympia, WA 98503

Will take effect on the date of final signature herein, and will continue for a period of 30 months.

The TCFF agrees to let the User use the campground bathroom facilities for the period detailed above and the User agrees to the following terms:

1. Non-Fee agreement. In consideration for the benefit of using the facilities, User agrees to abide by all the terms and conditions of use described in this agreement.
2. User agrees that it will not use the premises for any purpose that is contrary to the prescribed use of the facility.
3. Organizational Users: User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to TCFF upon request.
4. Individual Users: User promises and warrants that User will have and maintain insurance which covers the negligent acts and omissions of User, its officers, agents, employees, and registered volunteers, who are acting in good faith and within the scope of their official duties.
5. User agrees to hold harmless, indemnify and defend (such defense shall be provided at the sole discretion of the Office of the Attorney General for the State of Washington) TCFF from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from the negligent acts or omissions of User, its officers, agents, employees, or registered volunteers, who are acting in good faith and within the scope of their official duties in using the above described premises, its entrance and exits, and surrounding areas.
6. User agrees to be responsible for returning to the pre-use condition (reasonable wear and tear excepted) all areas of the premises which the User will use, including entrances, and exits.
7. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use and agrees that premises will be used only if it is in a safe condition, based on User's reasonable judgment.
8. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.
9. In the event that the TCFF must cancel the agreement, User will be entitled to any deposit User has paid. However, in no event will TCFF be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.
10. The parties agree that they will not assign any of their rights under this agreement without the prior written consent of the other party.
11. TCFF and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If TCFF and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.
12. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Thurston County Fair Foundation

Nathaniel Miron

(Position) President

Washington State University

Casey St. Clair

Casey St. Clair  
Contracts Assistant Manager  
WSU Office of Finance and Administration

20180628