

MASTER FACILITIES USE RENTAL AGREEMENT

A. PARTIES

This Master Facilities Use Agreement (“AGREEMENT”) is made and entered into between Washington State University, an institution of higher education and agency of the State of Washington, by and through WSU Extension and 4-H Youth Development (“RENTER”), and Grant County Fairgrounds, a county entity, whose address is 3953 Airway Drive NE, Moses Lake, WA 98837 (“OWNER”)

B. RENTAL PREMISES

Under this AGREEMENT, OWNER will rent to RENTER the following described premises (“PREMISES”):

4-H building, barns, and former Emergency Management building space as scheduled by RENTER with the Fairgrounds Event Coordinator and/or Director.

C. CONSIDERATION

There shall be monetary consideration charged for RENTER’s use of the PREMISES. The parties’ consideration also includes the mutual promises and covenants contained herein, the receipt and sufficiency of which the parties hereby acknowledge.

D. DURATION OF AGREEMENT

This AGREEMENT shall be effective December 1, 2019 and shall continue through December 1, 2022 (“INITIAL TERM”), unless terminated earlier as provided for herein. At the expiration of the INITIAL TERM, this AGREEMENT may be extended for additional terms of one (1) year upon the mutual written consent of the parties (“RENEWAL TERM”). Either party may terminate this AGREEMENT during the INITIAL TERM or any RENEWAL TERM with not less than thirty (30) days prior written notice to the other party.

E. PURPOSE

RENTER will use the PREMISES only as provided for the following purpose: In support of 4-H or FFA activities.

RENTER shall not assign or sublet the premises without OWNER’s prior written consent.

F. MAINTAINING THE PREMISES

RENTER shall maintain the PREMISES in the same manner Renter found the PREMISES, reasonable wear and tear excepted. If Renter damages the PREMISES and OWNER must

expend funds to restore PREMISES to its previous condition, RENTER agrees to pay the reasonable costs of such repair.

G. INSURANCE

RENTER and RENTER's officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 *et seq.*), and successful claims against RENTER and its officers, employees, and agents in the good faith performance of their official duties under this AGREEMENT will be paid from the tort claims liability account as provided in RCW 4.92.130. RENTER shall furnish a current certificate of insurance evidencing the foregoing policy of self-insurance, and agrees to name as an additional insured on such policy OWNER and OWNER's officers, employees, and agents.

H. DUTIES OF OWNER

OWNER agrees to do the following under this AGREEMENT:

1. Provide use of the PREMISES to RENTER for the duration of this AGREEMENT during agreed upon dates and times.
2. Inspect the PREMISES on a periodic basis to ensure continued suitability for use.

I. DUTIES OF RENTER

1. Clean up and clear the PREMISES after each use, and maintain the premises in its present condition during use, normal wear and tear excepted.
2. Comply with all applicable laws, statutes, and regulations, and OWNER policies, in RENTER's use of the PREMISES.
3. RENTER shall be responsible for provision and set-up of any equipment required by RENTER during RENTER's use of the PREMISES.

J. SPECIFIC USE AGREEMENTS

Attached to this AGREEMENT, as Exhibit A, is a template Addendum ("ADDENDUM") for individual facilities use and rental events. The parties will use this ADDENDUM to document specific rental agreements made under the general terms of this AGREEMENT. The template ADDENDUM will establish: (1) the specific building/space rented; (2) the specific time/date of rental; and (3) the OWNER's charge for rental.

The parties may, during the life of this AGREEMENT, enter into specific rental and/or facilities use agreements which are not covered by the general terms of this AGREEMENT. Provided however, when the parties document a rental agreement by executing the template

ADDENDUM attached to this AGREEMENT, the parties acknowledge and agree that the terms and conditions of this AGREEMENT to apply to their specific rental agreement.

K. Payment

RENTER's payment for specific rental charges shall be due within 30 days after receipt of a final invoice, after the specific rental event. In accordance with official Washington State University policy, RENTER may not prepay OWNER's rental charges.

L. HOLD HARMLESS

To the fullest extent permitted RENTER's Self-Insurance coverage, and the Tort Claims Act (RCW 4.92.060 *et seq.*), RENTER shall indemnify and hold harmless, and waive any and all claims against OWNER, and OWNER's officers, employees, and agents from and against any and all liability for injury or damage to persons or property resulting from or arising out of the negligent acts or omissions of RENTER or RENTER's officers, employees, or agents in the performance of its obligations under this AGREEMENT.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, and waive any and all claims against RENTER, and RENTER's officers, employees, and agents from and against any and all liability for injury or damage to persons or property resulting from or arising out of the negligent acts or omissions of OWNER or OWNER's officers, employees or agents in the performance of its obligations under this AGREEMENT.

M. APPLICABLE LAWS

This AGREEMENT shall be governed by and construed in accordance with the laws of the state of Washington.

N. DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT that cannot be resolved by the parties, the parties agree to allow the dispute to be resolved by a Dispute Panel in the following manner: each party to this AGREEMENT shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint a third member. The Dispute Panel shall review the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. The parties shall share equally the cost, if any, to the parties for the services of the Dispute Panel.

O. NOTICES

All notices required to be given under this AGREEMENT shall be delivered to the following individuals:

OWNER	RENTER
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Jill Hammond Administrative Services Coordinator BOARD OF COUNTY COMMISSIONERS PO Box 37 Ephrata WA 98823	WASHINGTON STATE UNIVERSITY GRANT-ADAMS EXTENSION 1525 E. Wheeler Road Moses Lake, WA 98837
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EACH INDIVIDUAL WHO SIGNS THIS DOCUMENT BELOW agrees that he/she has read this AGREEMENT, understands it and voluntarily agrees to its terms, and possesses the requisite authority to represent and legally bind the party on whose behalf he/she signs.

**BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON**

[Signature]
TOM TAYLOR, CHAIR

Excused
CINDY CARTER, VICE-CHAIR

[Signature]
RICHARD STEVENS, MEMBER

ATTEST this 16th day of Dec., 2019:
[Signature]
BARBARA J. VASQUEZ
Clerk of the Board

WASHINGTON STATE UNIVERSITY

Recommended by
State 4-H Office
[Signature]
NAME: Andrew M. McGuire
Title: Extension Faculty
Date: 1/13/20

Approved by: [Signature]
NAME: Heather Davison
Title: Contracts and Real Estate Associate Manager
Date: 11/26/2019

Exhibit A



WSU Contract No. 28762
Addendum # _____
Grant County Fairgrounds
3953 Airway Dr NE
Moses Lake WA 98837-1029
(509) 765-3581 Fax: (509) 766-7940
www.gcfairgrounds.com
grantcountyfairgrounds@co.grant.wa.us

FACILITIES USE AND RENTAL AGREEMENT

Agreement Number: _____
(To be assigned by fairgrounds staff)

Event Name: _____ Event Date: _____

Lessee: Washington State University, by and through its Grant County Extension

Lessor: Grant County Fairgrounds/ Grant County

Location(s): _____

Rental Time: _____

Rental Charge: _____

The general terms and conditions of this specific rental agreement are established by the parties' Master Agreement.

Signature: _____

Applicant/ Lessee

Date: _____

Signature: _____

Fairgrounds Director

Date: _____

Contact Information

Phone #: _____

Fax #: _____

Contact Information

3953 Airway Drive

Moses Lake WA 98837

Phone #: (509) 765-3581

Fax #: (509) 766-7940