

**Facilities Use Rental Agreement For
Long-term or Recurring Use**

A. PARTIES

This FACILITIES USE AGREEMENT (the "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 (hereinafter referred to as "RENTER"), and **Omak Elks Lodge #1742 BPOE**, a 501(C) 8 Corporation, whose address is PO Box 649, Omak, WA 98841 (hereinafter referred to as "OWNER").

B. RENTAL PREMISES

OWNER hereby rents to RENTER the following described premises (the "PREMISES"):

The Lodge Room and associated parking facilities located at 110 South Ash Street, Omak, WA 98841.

B. CONSIDERATION

There shall be no monetary consideration charged for RENTER's use of the PREMISES. The consideration provided by the parties shall be the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties.

D. DURATION OF AGREEMENT

This AGREEMENT shall be effective as of February 1, 2020, and shall continue until April 30, 2022 (the "INITIAL TERM"), unless terminated earlier as provided for herein. At the expiration of the INITIAL TERM, this AGREEMENT may be extended for additional one (1) year terms 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.

This AGREEMENT shall be effective upon the following recurring schedule (check applicable schedule):

Weekly OR Bi-Monthly/Monthly/Quarterly Time
M T W Th F S S _____ to _____ am/pm
(circle as appropriate) (insert cycle and day(s) of month)

Or insert additional or other details regarding schedule/use: The primary schedule of use will be on Monday afternoon/evenings for regular training meetings, subject to the Owner being able to cancel a meeting to accommodate regular business of the owner, or for revenue generating events. This agreement will also apply to use of the facility for Special 4-H Events arranged with the Owner by the Okanogan County Extension Office.

E. PURPOSE

RENTER will use the PREMISES only as provided for the following purpose: Top Guns 4-H Club firearms training and air gun practice. In addition, the facilities may be used by special arrangement

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for general 4-H events such as, but not limited to: Achievement Night, Leader Training events, and various skill development "camps".

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 employees, officers, and agents in the performance of their official duties in good faith 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 the 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. HOLD HARMLESS

To the fullest extent permitted by law, 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 of any type or nature whatsoever 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.

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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 of any type or nature whatsoever 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.

K. APPLICABLE LAWS

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

L. 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.


M. NOTICES

All notices required to be given under this AGREEMENT shall be delivered to the individuals who are listed below as signatories to this AGREEMENT.


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.

OWNER
Omak Elks Lodge #1742 BPOE

WASHINGTON STATE UNIVERSITY
"RENTER"


Name: Tom Borschauer
Title: Executive Director
Date: 2/12/2020

Tom Borschauer
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Title: Executive Director
Date: 2/12/2020

Recommended by
State 4-H Office:

Name: Natasha Moffitt-Hemmer
Title: OKanary
Date: _____

Contracts and Real Estate Office
Approved by **Business and Finance**:

Name: Samuel Schirer
Title: Contracts Specialist
Date: 2-28-20

