

EVENT CONTRACT

Enumclaw EXPO & Events Association

A 501(c) (3) nonprofit
 45224 284 Ave SE
 Enumclaw, WA 98022
 360-226-3493
www.enumclawexpoctr.com



Contract Created: 7/9/2020 **Amount Due**

Contract Revised:

*Booking Fee:	Due now	\$0.00
6mo. Pymt due:		
Damage Deposit Due:		\$0.00
Final Pymt due date:		
Add ons Due:		

Washington State University, by and through Extension King Co (contractor)

Kevin Wright

560 Naches Ave SW, Suite 130

Renton, WA 98057

Email: wrightkc@wsu.edu

Home Phone #: 425-738-0110

Prepared By: Marcia Suhoversnik

360-625-8741

marcias@enumclawexpo.com

Remit invoice to:

Charges	Discount%	Discount	Refundable Deposit	Total Cost	Payment	Balance
TBD			\$0.00	\$0.00	\$500.00	\$0.00

**BOOKING FEE OF 25% OF TOTAL RENTAL FEE IS DUE WITH CONTRACT TO RESERVE EVENT DATE See #1 in Rules and Regs*

RESERVATIONS

WSU King County Extension Event from January 1, 2021 to December 31, 2026

Event: **2021-2026 WSU Extension Events**

Facility(s)	Contract Dates Requested	Time Set up Begins	Expected Attendance	Contract Ends	Time Tear down Ends	Duration
TBD	completed for each rental			12/31/2026		

Event/Public Times TBD

Gates Requested: TBD for each event **Opened by:** **Closed by:**

Guest Access Gate: TBD for each event

Signs Required: TBD for each event

Public Parking Area: TBD for each event

Client Contact: TBD for each event **Arrival Time**

Keys required TBD for each event **Return to:** **Returned**

SUMMARY OF SPECIFICS

- ▶ Set up will be requested for each event
- ▶ A current certificate of insurance must be on file with Enumclaw Expo Center listed as additional insured .
- ▶ **We are closely monitoring the COVID19 Federal, state and local mandates and want to assure everyone that your health and safety, along with Expo staff and volunteers are a top priority. If our assessment of the situation changes, based on new and evolving developments or updated information from Federal, state or local authorities, we will promptly update the contract contact regarding the status of the grounds accordingly. Enumclaw Expo will work with clients on rescheduling events if cancelled. ~~Please Note booking fees are typically non-refundable.~~ If an event is not able to take place due to COVID-19, refunds will be processed less a \$15.00 processing fee.**

Initials
WSU
Other Party

Initials
Other Party

Until the COVID 19 Pandemic has subsided, A COVID-19 protocol statement will be required 2 weeks prior to each scheduled event.. Contract is not valid until submitted protocol is accepted and signed by Expo Manager 88 Initial

- ▶ Expo staff will be assigned to each event based on event needs and number of expected guests
- ▶ **EEEA equipment and supplies is managed to the best of our ability but is subject to change. Contact Venue to get the most updated lists of rental items available.**

CHARGES

Description	Unit Fee	Units	Tax 8.7%	Charge
Facility use rate	\$0.00	1.00	-	\$0.00
Totals				
DEPOSITS (refundable)				
Type	Charge	Amt Paid	Balance	
Expo. Center Damage Deposit	\$500.00	\$500.00	\$0.00	
Credit Card Info (Please include credit card info even if you plan to pay by cash or check)				
Name on Card	Credit Card Number	Expiration Date	CVV	Billing Zip

Card will be charged after 15 days if payments not remitted by due dates

ENUMCLAW EXPO CENTER RULES & REGULATIONS

PP

- PAYMENT:** A booking fee of 25% of total rental fee is due with signed contract to reserve dates on the event schedule. Booking fee is ~~non-refundable but~~ and will be applied to your final balance. Damage deposit is due 90 days prior to event date, or with contract if contract is executed within 90 days of an event date. ~~Six months prior to event, 50% of all fees are due.~~ Final balance is due ~~45 days prior to event date~~ within 30 days of receiving a final invoice, after an event. ~~Contracts issued 45, or fewer days, in advance of the event require full payment of all fees with contract by deposit due date (indicated on page 1).~~ Payments may be made with cash, personal check, VISA, MasterCard or money order. _____ Initial
- HOLD HARMLESS:** The Enumclaw Expo Center cannot be responsible for accident, injury or loss of property which is not attributable to its own negligence or intentional misconduct. Contractor shall ~~defend~~ indemnify and hold the Enumclaw Expo and Events Association (EEEE), its officers, officials, employees, agents and volunteers harmless from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or loss or damage to property, ~~including~~ excluding attorney fees, which arise out ~~contractor's negligence related to its use of Enumclaw Expo Center property as permitted by this Agreement of the use of Enumclaw Expo Center property or from any activity, work or thing done, permitted, or suffered by contractor in or about the property,~~ except only when such injury or damage ~~as shall have been~~ is also occasioned by the ~~sole~~ negligence of the EEEA. Contractor assumes all ~~inherent~~ risks and hazards incidental to such participation by contractor and/or event participants. _____ Initial
- INSURANCE REQUIREMENTS:** Contractor shall procure and maintain for the duration of the event (from arrival to departure of all participants) commercial general liability insurance, or self-insurance, against claims for injuries to persons or damages to property, which may arise from, or in connection with, contractors use of space at the Enumclaw Expo Center. If alcohol is approved for the event, Liquor Liability insurance must be included. ~~A certificate evidencing contractor's self-insurance coverage copy of each of the Certificate of Insurance and Policy Endorsement must be provided to the EXPO Center no later than 30 days prior to the event to the first event held under the terms and conditions of this Agreement.~~ Such ~~insurance~~ coverage shall be no less than \$1,000,000 per occurrence for bodily injury and property damage and \$1,000,000 in the aggregate ~~and be primary and non-contributory.~~ The required insurance ~~policy~~ certificate evidencing coverage is to be endorsed to (1) name the Enumclaw Expo and Events Association, its officers, officials, employees, and agents as additional insured and (2) shall not be suspended, voided, canceled, reduced in coverage or limits except after 45 days prior written notice to the EEEA. _____ Initial
- FACILITY INSPECTIONS:** Contractor or designee may request to have a facility inspection before and after ~~the~~ an event. Failure to sign the checklist may result in partial or total loss of the damage deposit if damage is found after the event and not reported before the event. _____ Initial
- DAMAGE DEPOSIT & CLEAN UP:** Post-event clean-up must be completed within the event time frame. Contractors are required to clean the rental facility (per the cleaning checklist provided) to restore it to the condition in which it was found (normal wear and tear excepted). Any cleaning or repair charges ~~reasonably incurred to restore property to its original condition~~ will be deducted from the damage deposit and any charges above and beyond will be billed to the contractor. ~~Remaining damage deposit funds are refunded within forty-five (45) days after your event.~~ _____ Initial
- FACILITY CANCELLATION POLICY:** Booking fee ~~is non-refundable prior to event date~~ will be credited toward any cancellation fee. A cancellation fee equal to 25% of the total rental fees will be assessed to ~~contracts~~ events canceled by contractor 90-180 days prior to the event. A cancellation fee equal to 50% of total rental fees will be assessed to ~~contracts~~ events canceled by contractor 45-89 days prior to event. A cancellation fee of 100% of total rental fees will be assessed to events ~~contracts~~ canceled by contractor within 44 days of event date. Contractor and The EEEA ~~is~~ are not financially responsible for cancellations due to situations beyond ~~our~~ their control (e.g., Acts of God, government regulations forbidding public events, natural disasters, etc). The EEEA reserves the right to waive ~~or adjust~~ these fees. When the EEEA cancels an event, or an event is cancelled due situations beyond the parties' control, contractor is entitled to a full refund of any already-paid, event-related fees and deposits. _____ Initial
- TERMINATION:** If contractor fails to pay fees by the required dates, or materially fails to comply with any rules, regulations, policies, or materially fails to obey, perform or comply with City, County, State, or Federal rules, regulations and requirements, the Expo Center may immediately terminate the Facility Use Agreement. The ~~Expo Center Parties~~ reserves the right to terminate ~~the~~ this Master Facility Use Agreement by written notice ~~at least six (6) months prior to each annual event for reasons unknown at this time~~ to the other Party. Such termination shall not apply to events already scheduled under the terms of this Master Agreement, for which contractor has already paid a booking fee. _____ Initial

Initials WSU 7-8 Other Party

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8. **LIQUOR PERMITS:** Alcoholic beverage sales, serving, and consumption are allowed per the Alcohol Permit Procedures. Please read them carefully and provide the information required by the stated deadlines. If a contractor has rented a facility for a non-alcohol event and is discovered to be serving alcohol, the contract will be terminated immediately and all fees and deposits forfeited by contractor. Alcohol permit is due no later than 30 days prior to the event. **Last call for alcohol is one hour and forty-five minutes prior to your contract end time. All alcohol service must end 90 minutes prior to contract end time.** Your bar service must end at 11:30PM, Initial _____ It is the contractor's responsibility to ensure that alcohol remains within the building (in the Field House, alcohol is allowed on the porch). Damage deposit will be forfeited if alcohol is allowed outside the building. **IF YOU SERVE HARD ALCOHOL, you are required to have a MAST certified bartender running the bar.**

Initial

9. **FIRE & SAFETY PERMIT:** Since this is City property, you must complete a fire & safety permit through the Enumclaw Fire Department 30 days prior to your event. **An additional fee will be charged.** Your event will be approved along with all open flames, candles, pyrotechnics or other fire hazards by the Fire Marshal. _____ Initial

10. **SECURITY:** Events serving alcohol with more than 300 people in attendance may require security. The EXPO Center will arrange security for \$50 per hour, per guard or \$75 off-duty police officer. One guard or officer for every 150 people. This is an additional charge to contractor, if required. If attendance is exceeded and extra security is called, contractor is responsible for those costs.

Initial

11. **ADDITIONAL FEES:** Events offering concessions (food or alcohol), camping, or parking will incur additional charges to the facility usage fee. Charges to be determined on a per-event basis. _____ Initial

12. **CONTRACT REVISIONS:** Revisions can be made up to 30 days prior to the event based on availability. All changes must be confirmed through email for record. _____ Initial

13. **MORALS CLAUSE:** You understand that at all times during the term of this Agreement, you will conduct yourself at all times with due regard to the public conventions and morals, and to refrain from any behavior that may be objectionable to the Enumclaw Expo Center. At all times during the term of this Agreement, you (inclusive of your employees, officers, and directors, ~~associated parties and affiliates~~) will not: (i) behave in a manner objectionable to the Enumclaw Expo Center, nor commit an offense involving moral turpitude under Federal, state or local laws or ordinances; (ii) do or commit any act or thing that will tend to degrade the Enumclaw Expo Center (or by reference or implication, the Enumclaw Expo Center) in society or bring itself into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency; or (iii) do, or refrain from doing anything that would prejudice the Enumclaw Expo Center, its employees, officers, directors, affiliates, or subsidiaries. If at any time, in the reasonable opinion of the Enumclaw Expo Center, it is determined that you have committed any act or done anything (whether intentionally or negligently) which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Enumclaw Expo Center (inclusive of its employees, officers, directors, affiliates, or subsidiaries); or (iii) to otherwise violate this clause, then the Enumclaw Expo Center may, upon written notice to you, immediately suspend or terminate this Agreement, in addition to any other rights and remedies that the Enumclaw Expo Center may have pursuant to the terms of this Agreement or at law or in equity. _____ Initial

14. **EVENT CONSIDERATIONS:**

All activities **must end** by midnight Sunday through Thursday and by 1:00 a.m. Friday and Saturday unless prior arrangements have been made. _____ Initial

MUSIC must end a minimum of 1 hour prior to event end time. Expo Center Staff or security has the right to request that the volume of music be adjusted or turned off. If contractor does not comply, staff or security has a right to end the event.

Initial

Contractor is, **within its reasonable control**, responsible for the conduct of all members of their party. Persons acting in a disorderly or intoxicated manner or causing disturbance of the public peace will be required to vacate the premises.

Initial

The misuse of any facility or the failure to comply with these regulations will be sufficient reason for denial of future reservations ~~and/or forfeiture of the Damage Deposit.~~ _____ Initial

The park adjacent to the Field House is a public park and cannot be rented or reserved. Because it is a public park no alcohol is allowed. Use of the park is open to the public. _____ Initial

All items brought into a facility by the contractor are to be removed by the end of the event period. _____ Initial

A \$250 per hour charge will be assessed if the event extends beyond the contracted timeframe. In the event the client fails to vacate the property in accordance with this agreement, in addition to Client's responsibility for holdover fees, EEEA is authorized to remove client's goods, wares, merchandise, and property of any kind. EEEA, its officers, agents, and employees shall not be liable for any damages or loss to said goods, wares, merchandise or other property. _____ Initial

We currently have no catering restrictions. BBQ and propane need to be outside. _____ Initial

Use of illegal drugs, smoking, Marijuana, Vaping, and/or gambling is not permitted in any of the Expo Center facilities. Smoking is permitted 25 feet from the facility. Please use appropriate receptacles. _____ Initial

Only those facilities specified on the Facility Use Agreement (contract) will be available for use by the contractor. Event participants must park in designated parking areas only. _____ Initial

All minors on the premises must have adult supervision at all times. Children cannot roam the grounds unattended. _____ Initial

The Enumclaw Expo Center does not assume responsibility for personal property left unattended or behind. Lost and found items are held 14 days and then donated to charity or destroyed. _____ Initial

Use of Silly String or other sprayed materials, glitter/confetti, rice, or birdseed is prohibited. PLEASE DO NOT GIVE GUM OR STICKY CANDY as favors or treats. _____ Initial

I, the undersigned, hereby certify that I am the authorized and responsible party for this contract and that I have read all of the regulations, policies, and facility use requirements. I accept and agree to all above said things.

Signature:

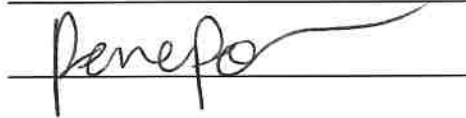


Date: 8/3/2020

Please Print:

Samuel Schirer

Expo Management:



Date:

8.3.2020

For Office Use:

Date	Cash	Credit Card	Check	Check #	Comments