



WSU Contract No. 25056

WSU Extension - Event Center Contract

This license agreement, hereinafter the "Agreement" is made and entered into by and between the Fairgrounds Site Management Group, hereinafter referred to as "FSMG", a Washington State not-for-profit corporation, as managing agent of the Clark County Event Center, hereinafter referred to as the "Event Center", whose address is 17402 NE Delfel Road, Ridgefield, WA 98642; and Washington State University, an institution of higher education and agency of the state of Washington, by and through its Extension Program, hereinafter referred to as "WSU".

Event Title:	
Event Type/Purpose:	
Point of Contact at Event:	
Point of Contact Phone Number:	
Website for Promotion:	

WITNESSETH: Whereas, FSMG operates and maintains the Event Center and whereas WSU desires to use space in said Event Center; now therefore, and in consideration of the following promises, covenants and conditions, the parties hereby agree as follows:

PRESENTATION PURPOSE: WSU warrants that said use is for this event only and no other purpose or activities are allowed without prior written approval of FSMG.

AUTHORIZED AREAS: FSMG grants to WSU the non-transferable right to use and occupy the Event Center facilities and areas described below, excluding those areas reserved by FSMG for administration, operations, maintenance and areas occupied by the FSMG service providers. FSMG reserves the right to control all lobby and common areas and will permit WSU to use said areas as deemed appropriate for this event.

Authorized Area:

TERM: Under this Agreement, the term for the use of the Event Center shall be:

	DATE	TIME
Signed Agreement Due By		
Inclusive Dates of Event		
Load-In Dates		
Actual Event Dates		
Load-Out Dates		

FACILITY RENTAL: For the use of the authorized areas, WSU Extension agrees to pay the facility rental fee to FSMG as follows:

ITEMS AND/OR SERVICES:	AMOUNT:
Total	

PAYMENT SCHEDULE: WSU Extension agrees to pay (where applicable, as shown above) the Facility Reservation Fee, Damage Deposit and/or Facility Rental balance as follows:

FACILITY FEES:	AMOUNT:	DUE BY:
Total Facility Rental Fee		
Facility Rental Reservation Fee (Maximum 25% of Total Rental Fee)		
Balance Due (no earlier than the conclusion date of the event)		*Or within thirty (30) days of receipt of invoice, after the event if paid by University check.

OTHER FEES AND CHARGES: In addition to the Facility Rental Fee, WSU Extension shall provide and be solely responsible for any and all costs associated with decorators, power distribution, permits, telecommunications, equipment rentals, utilities, security and event staffing and catering.

All monies due to FSMG will be in U.S. dollars and be paid in cash, credit card or check drawn upon a U.S. Bank. Checks will be made payable to FSMG. Credit cards can be processed at the administration office Monday – Friday, 8am – 5pm or by calling (360) 397-6180. Credit cards are subject to a 3% service fee.

Failure to meet reservation timelines and fees as outlined above shall constitute immediate breach of this contract by WSU Extension and cancellation of this event and future events.

INSURANCE REQUIREMENTS: See attached Clark County Event Center Usage Agreement Terms & Conditions.

CONTRACT APPROVAL: This contract is not fully executed, nor binding upon either party, until signed by FSMG and WSU. Effective date of this contract will be the date said contract is fully executed. A fully executed contract will be provided to all parties.

EVENT SPECIFIC APPROVAL:

Fairgrounds Site Management Group

Signed: _____
Date: _____
Name: _____
Title: _____

Washington State University

Signed: _____
Date: _____
Name: _____
Title: _____

WSU/CLARK COUNTY EVENT CENTER USAGE AGREEMENT

Terms & Conditions

- A. Building Control
- B. Event Requirements
- C. Event Requirements – Animals/Horses/Livestock on the Fairgrounds
- D. Insurance
- E. Regulations
- F. Default and Remedies
- G. Cancellation
- H. Ticketing / Admission
- I. Concessions / Catering
- J. Advertising
- K. Adherence to Contract Terms

A. BUILDING CONTROL:

1. **DOOR TIMES:** LICENSEE agrees to open doors to the public in accordance with advertised times.
2. **PROGRAM APPROVAL:** LICENSEE agrees that no activity or part thereof shall be given or held if FSMG presents objection on the grounds of failure to uphold event advertising claims, improper conduct, inappropriate, or illegal activities, or a violation of event content agreed to by both parties at the time of the completion of this Agreement.
3. **RIGHT OF ENTRY:** Duly authorized representatives of FSMG may enter and/or be present within the facilities, including those areas to be used for the event described herein at any time and on any occasion without restrictions whatsoever. FSMG does not relinquish and does hereby retain the right to enforce all necessary laws, rules, and regulations for the management and operation of the Event Center.
4. **PARKING:** FSMG retains the exclusive right to operate all Event Center parking and traffic control and retain all revenue generated therefrom. Issuance of all onsite parking credentials will be under the exclusive control and determination of FSMG.
5. **OBJECTIONABLE PERSONS:** FSMG reserves the right to refuse admission to, eject, or cause to be ejected from the Event Center any objectionable or disorderly person or persons. FSMG nor any of its officers, agents, or employees shall be liable to LICENSEE for any damages that may be sustained by LICENSEE through the exercise by FSMG of such right.
6. **DAMAGES / BUILDING RESTORATION:** LICENSEE shall not cause or permit anything to be done to the Event Center that shall in any manner deface or alter the facilities, except with the prior written consent of FSMG. LICENSEE assumes sole and complete responsibility for any damage to the Event Center or Grounds caused by the negligent acts and/or omissions of LICENSEE, or by LICENSEE'S, officers, agents, or employees acting in good faith within the scope of their authority during the event. LICENSEE will pay to FSMG within 14 days of receipt of invoice such sum as shall be necessary to restore the Event Center or Grounds to their original condition upon entry. Ordinary wear and tear is accepted.
7. **EVACUATION OF FACILITY:** If FSMG deems it necessary to evacuate the Event Center for reasons of public safety (i.e. bomb threat), LICENSEE will retain possession of the facility for a sufficient time to complete presentation of event activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, FSMG charges shall be adjusted at the discretion of FSMG based on the situation, and LICENSEE hereby waives any claim for damages or compensation from FSMG.
8. **INTERRUPTION / EVENT TERMINATION:** FSMG shall retain the right to interrupt or terminate any event or performance in the interest of public safety, when, in the sole judgment of FSMG, such act is necessary.
9. **AGREEMENT TO QUIT FACILITY:** LICENSEE agrees to quit and surrender facility no later than the end term of this Agreement and further agrees to remove all property, goods and effects. FSMG shall be entitled to charge LICENSEE an additional move-in or out fee for any property of LICENSEE that remains in or on said facility past the stipulated move-out date. FSMG shall be authorized to remove and store, at the expense of LICENSEE, all material remaining in the facility

at the termination date and time of this Agreement. LICENSEE agrees FSMG shall not be responsible for loss, damage or claims against materials removed or stored except for damage caused by FSMG.

10. **NON-EXCLUSIVE USE:** FSMG shall have the right to use or permit the use of any portion of the Event Center not granted to LICENSEE under this Agreement to any person, firm or entity regardless of the nature of the use of such other space. This right shall be subject to FSMG's prudent business judgment and any approved FSMG policy.
11. **SNOW / ICE CONTINGENCY:** To maintain safe roof load capacities, in the event of snow or significant ice forming on the roof of the Exhibition Hall, the portable air-walls must be retracted and stowed in their North side storage locations.

B. EVENT REQUIREMENTS

1. **AUTHORIZED AGENT:** LICENSEE agrees to provide an on-site representative with decision-making capabilities in and available to the space(s) being used by LICENSEE for the duration of any load-in, set-up, rehearsal(s), event(s), and load-out of all scheduled events, unless prior arrangements have been made with FSMG.
2. **CUSTODIAL:** FSMG will provide, at its expense and at its discretion, continuous cleaning of public lobbies and restrooms with necessary equipment, materials, supplies, labor and supervision. In cases of special or excessive cleaning services necessitated by an event, LICENSEE shall pay costs of these services as a reimbursable expense to FSMG.
3. **APPROVED SERVICE PROVIDERS:** LICENSEE agrees to only use Decorating Services and Security Services pre-approved by the FSMG for work at the Event Center. All other Decorating and Security companies must have FSMG approval prior to any work performed at the Event Center. LICENSEE will require all decorator and security companies with which it contracts for services for this Event to accept all liabilities and responsibilities for decorator and security company actions and provide insurance that covers LICENSEE AND FSMG as additional insureds.
4. **EQUIPMENT:** LICENSEE warrants that all its own equipment brought into the Event Center shall be in good working order and meet applicable safety regulations. LICENSEE accepts responsibility for proper and safe operation, supervision and guarding of its equipment. All transportation of LICENSEE equipment and personnel that is required for the event is the responsibility of LICENSEE.
5. **ELECTRICAL, HEAT, LIGHT, WATER, UTILITIES:** During the Term of this Agreement, FSMG will provide (in facilities where such amenities exist) ventilation, air conditioning or heat, existing electrical power, water, and overhead lighting for ordinary use, subject to a utility charge. Power distribution and additional specialty event lighting is the sole responsibility of the LICENSEE. FSMG will provide available Natural Gas and Telecommunications at prevailing rates upon request.
6. **FLOOR PLANS:** If applicable, two (2) copies of a full and complete floor plan for the Event must be submitted to the Fire Marshal and FSMG not less than thirty (30) days before the first move-in day, and no move-in may begin without authorization of said floor plan by the Fire Marshal and FSMG. LICENSEE is solely responsible for any required Fire Marshal and/or Assembly permits.
7. **PUBLIC SAFETY:** LICENSEE agrees that at all times it will:
 - a. Conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to assure such safety.
 - b. Monitor the character, acts and conduct of all persons admitted to the facility with the consent of LICENSEE or with the consent of any person acting for or on behalf of LICENSEE.
 - c. Not obstruct or use for any purpose other than ingress or egress to and from the facility portions of the sidewalks, entries, doors, halls, corridors, stairways, and all ways of access to the public.
 - d. Not bring or allowed to be brought any Hazardous Substances onto the Event Center and grounds. LICENSEE assumes all liabilities and costs involved with any extraction, clean up, detoxification or neutralization of any release of any hazardous substance by LICENSEE, to the extent that any such release is a result of the negligent acts and or omissions of LICENSEE, its officers, agents, or employees acting in good faith within the scope of their authority during the event.
8. **RIGGING AND WEIGHT LOADS:** LICENSEE may not rig or allow to be rigged any materials from the beams or trusses of any facility at the Event Center without the written consent of FSMG. Any proposed rigging, such as, but not limited to, lighting trusses, decorations and signage, must be installed within allowable load limits as to ensure installation will not damage the structure or the facility, and will have no risk of injury to persons or property on the facility. LICENSEE

maintains sole responsibility for the liability of such rigging. FSMG reserves the right to refuse any and all rigging requests by LICENSEE.

9. **SHIPMENTS / STORAGE:** LICENSEE shall not direct shipments to the Event Center prior to the first set-up day as listed on the Agreement without advance written permission of FSMG. FSMG reserves the right to refuse LICENSEE'S shipments prior to said date. LICENSEE agrees to indemnify and hold harmless FSMG from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction or theft of such property not caused by FSMG, but only to the extent that any such loss, damage, destruction or theft is the result of the negligent acts and or omissions of LICENSEE, its officers, agents, or employees acting in good faith within the scope of their authority during the event. LICENSEE assumes all responsibility for any goods or materials that may be placed in storage with the Event Center before, during, or after the event except for loss or damage caused by FSMG.

C. EVENT REQUIREMENTS – ANIMALS/HORSES/LIVESTOCK ON THE FAIRGROUNDS

1. **No animals are to be left on the Fairgrounds overnight without an attendant present.** When animals are to be housed on the Fairgrounds as part of a show, are event participants, travelers passing through the area, emergency housing or for any other reason, regardless of the facility they are to be housed in, the show promoter, owner etc. will be responsible for ensuring the animals are attended to 24 hours a day. The attendant will be responsible for the care and feeding of those animals, fire watch, health watch, security and welfare of the animals under their care. The identity contact information of the after-hours attendant will be provided to the Event Manager. If any animal is left unattended on the grounds, and the Event Center is required to provide security, the cost of the security staff will be charged to the show producer
2. Any expenses incurred with regard to the examination and/or treatment of sick animals will be the sole responsibility of the owner of said animal(s).
3. Keeping animals, stalls, aisles and surrounding areas clean is required. Excess manure and garbage that has accumulated in the plaza, walkways between the stalls, and around parked trailers must be removed and placed in designated areas.
4. Show staff must be assigned to monitor the Arena area and parking lot to ensure fire lanes are always kept open so that emergency apparatus may access all buildings at all times.
5. Anything put on or in stalls or any other area on the grounds must be removed at the end of the show and the stall/area must be returned to its original condition. No nails, staples or screws are allowed on the inside of stalls as they may injure animals. No outside shavings are allowed without prior written approval from Event Center management. No electrical appliances of any kind may be plugged in in the Arena area, barns or stalls.
6. Water service may be turned off in the stall barn (and other areas) in the winter months due to the possibility of freezing pipes. Water may not be dumped in restrooms, showers, walkways or stalls.
7. **Service Animals:** Only trained service animals, as defined by the Washington State Law Against Discrimination, are allowed on the grounds unless written permission has been obtained by Event Center management.
8. **Animals/Horses/Livestock entry permit requirements for Washington State:** All animals entering Washington State must comply with the requirements of USDA, APHIS regulations found at Title 9C. (January 2, 2014) for movement or importation. A certificate of veterinary inspection must accompany all animals entering Washington State, except where specifically exempted in Title 9 C.F.R. Part 86 (January 2, 2014). Certificates of veterinary inspections expire thirty days from the date of issuance. All domestic equine, except foals under six months of age accompanying their negative tested dams must have a negative test for equine infectious anemia (EIA) within twelve months before entering Washington State. Domestic equine moving to Washington from Idaho or Oregon are excluded from EIA test requirements.

D. INSURANCE: LICENSEE shall, at its sole cost and expense, procure and maintain through the Term of this License Agreement the following insurance requirements:

1. LICENSEE and its officers, employees, and agents, while acting in good faith within the scope of their official LICENSEE duties, are covered by the State of Washington Self-Insurance Program (RCW 43.19.766, et seq.) and the Tort Claims Act (RCW 4.92.060, et seq.) and successful claims against LICENSEE and its employees, officers, and agents in the performance of their official LICENSEE duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Notwithstanding anything in the Agreement to the contrary, the extent of the liability LICENSEE

contractually assumes is limited to those risks for which LICENSEE is covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act.

2. LICENSEE'S general liability coverage will be not less than \$1,000,000 for each claim, incident, or occurrence. As evidence of this coverage required by this Agreement, LICENSEE shall furnish a certificate of insurance to FSMG as soon as possible after contract execution and annually thereafter. Should coverage materially change throughout the year or upon renewal of the Certificate, LICENSEE shall notify FSMG as soon as practical upon learning of such change. The certificate shall name FSMG and Clark County as additional insureds. Failure to provide the certificate under these terms shall constitute immediate breach of this Agreement by LICENSEE, where FSMG, at its sole option, may exercise any or all options in Section E of the Terms and Conditions including the termination of this Agreement.

3. LICENSEE is covered for Worker's Compensation for its officers, employees, and registered volunteers under Washington State law.

4. Upon consideration of the **specific nature, scope, and risks of loss for the event**, FSMG may in its sole discretion require LICENSEE to increase the coverage limit provided in this section. In that event, any such requirement shall be communicated in writing to LICENSEE no later than thirty (30) days prior to the event.

5. **INDEMNIFICATION:** To the extent permitted by and within the scope of the coverage afforded by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.), LICENSEE agrees to defend (such defense shall be provided at the sole discretion of the Office of the Attorney General for Washington and such defense shall not be unreasonably withheld), indemnify, and hold harmless Clark County, the Fairgrounds Site Management Group (FSMG) and their respective members, officers, directors, elected or appointed officials, agents and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses, on account of personal injury, death or damage to or loss of property or profits arising out of or resulting in whole or in part from any negligent acts or omissions, of LICENSEE or its officers, employees, or agents. LICENSEE shall be responsible for contractors which are under LICENSEE's exclusive control, subject to and limited to any agreements LICENSEE may enter into which provide for LICENSEE's contractors to defend, hold harmless, and/or indemnify LICENSEE and FSMG. Such indemnification by LICENSEE shall apply except to the extent of FSMG's negligence or willful misconduct. FSMG shall be responsible for the daily operations of the Event Center, including the actions of any FSMG employees, volunteers, and contractors which are under FSMG's exclusive control, subject to any agreements FSMG may enter into which provide for FSMG's contractors to defend, hold harmless, and/or indemnify FSMG.

6. **WAIVER OF SUBROGATION:** Each party hereto hereby waives any and every claim during the terms of this License Agreement or any extension or renewal thereof for any loss of or damage to any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under said insurance policies. Said waivers shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage to property of the parties hereto. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), LICENSEE is advised to give each insurance company written notice of terms of such waiver, and to have insurance policies properly endorsed, if necessary.

E. REGULATIONS: LICENSEE agrees that LICENSEE and all of LICENSEE'S associated officers, employees, and agents connected with the use of the Event Center and/or grounds covered by this Agreement shall:

1. Abide by and conform to all federal, state and local ordinances, laws, rules and regulations and all lawful orders of the police and fire departments or other municipal authorities and by all facility rules and regulations.
2. Adhere to all applicable Federal, State and local laws, rules and regulations pertaining to, and including but not limited to WISHA and OSHA. LICENSEE will provide all necessary and related safety equipment for its employees and agents to be in compliance with Federal, State and Local laws.
3. Agree to pay promptly all sales, use, excise and any other taxes required by any governmental authority. For sales tax reporting, the Events Center location code is 0666 and the rate is **8.4%**.
4. Obtain and pay for all necessary permits and licenses required by law in connection with its use of the Event Center.
5. Abide by and conform to all Rules and Regulations adopted or prescribed by FSMG for the protection, control,

and management of the facility as set forth herein. FSMG reserves the right to make reasonable changes to such Rules and Regulations from time to time as deemed necessary and will notify LICENSEE of any such changes.

6. Abide by and comply to all aspects of the Americans with Disabilities Act in the presentation of the event(s) defined under this Agreement, other than the requirements directly related to the structure of the building and surrounding facilities. LICENSEE to ensure that all services for individuals with disabilities as outlined in this act are fulfilled.
7. Not discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age, sexual orientation, disability, or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

F. DEFAULT AND REMEDIES: LICENSEE shall be in default of the Agreement if LICENSEE fails to pay any amounts due under the license terms, breaches any provisions of this Agreement including payment of fees and maintenance of required insurance in strict accordance with the Agreement, violates any applicable laws or ordinances during its use of the Event Center or should dissolve or cease doing business as a going concern or become insolvent or bankrupt. Upon such default by LICENSEE, FSMG may have one or more of the following remedies, in its sole discretion:

1. Declare the entire amount of the balance due per the terms of the Agreement payable.
2. Reenter the Event Center without being liable for damage therefore and relet the licensed area(s) or any portion thereof, or operate the same for the balance of the License Agreement period, receive rents due and apply them first to expenses of making FSMG whole and, second, to any expenses incurred for reentering the premises and re-letting of the Authorized Area(s).
3. Terminate the License Agreement by giving the LICENSEE written notice of such termination which shall not excuse breaches of the License Agreement which have already occurred.
4. Pursue any other remedies available to FSMG either at law or equity. No single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy.
5. FSMG may withhold and apply, without the necessity of resorting to any legal action to any claim it may have against LICENSEE, all sums, receipts or reservation fees which may be in the possession of FSMG for or on behalf of the LICENSEE. LICENSEE agrees that the retention of such sums, receipts or reservation fees constitutes liquidated damages in a reasonable amount in that FSMG damages are not readily ascertainable.
6. FSMG may, at its sole option, also terminate any other contract(s) with LICENSEE and refuse to enter into contracts with LICENSEE or its affiliates in the future.

G. CANCELLATION:

1. **CANCELLATION BY FSMG:** FSMG, at its option, may terminate this Agreement, should LICENSEE default in the performance of any of the terms and conditions of this Agreement. In the event FSMG does terminate this Agreement LICENSEE agrees to pay all fees accrued to point of termination and all reimbursable expenses, and LICENSEE agrees to forego any and all claims which might arise by reason of the terms of this Agreement and LICENSEE shall have no recourse of any kind against FSMG.

FSMG retains the right to terminate this Agreement without cause by providing LICENSEE with written notice of cancellation at least 180 days prior to the Term of the Event.

2. **CANCELLATION BY LICENSEE:** If LICENSEE shall cancel for any reason other than those set forth in this Agreement, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then FSMG shall be entitled to Liquidated Damages equal to the minimum daily base rental plus any other disbursement or expenses incurred by FSMG in connection with the event.
3. **CANCELLATION:** In the case of any cancellation of any performance and/or activity, LICENSEE shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by LICENSEE as determined by FSMG in its reasonable discretion, FSMG reserves the right to make

such announcements at the expense of the LICENSEE. In the event of such cancellation, LICENSEE shall be solely responsible for all ticket refunds and associated expenses and agrees to make best efforts to provide for said ticket refunds.

H. TICKETING / ADMISSION:

1. LICENSEE retains the right to sell and distribute its own tickets and to control the admission into the event. LICENSEE retains all proceeds from such sales and is solely responsible for the remittance of all applicable taxes.
2. **SEATING CAPACITY:** LICENSEE shall neither sell nor issue admission tickets to the event that exceed the maximum capacity of the facility configuration as established by FSMG, nor allow admission into a non-ticketed event that prohibits free and safe movement of the patrons and jeopardizes public safety requirements.
3. **TICKET PRICES:** LICENSEE agrees that all tickets shall be sold at the prices submitted by LICENSEE. LICENSEE assumes the sole responsibility for insuring that all advertising correctly reflects ticket prices.

I. CONCESSIONS / CATERING:

1. **CONCESSIONS:** FSMG's contracted food service provider retains the exclusive right to operate all food and beverage concessions at the Event Center. FSMG reserves the right to utilize specific locations in the facilities for placement of concession stands and retail areas including, but not limited to, portable stands and tent areas. LICENSEE shall not allow or cause any food or beverages of any kind to be sold, given away, or used upon said facility without the express written consent of FSMG. FSMG reserves the right to sell at its discretion any of its concessions items that are appropriate to this event and retain all proceeds from such sales.
2. **SAMPLES:** No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of FSMG.
3. **CATERING:** Any catering company providing catering services utilized by LICENSEE or LICENSEE'S agents at the Event Center during the Term of the Agreement is subject to approval by FSMG and will be subject to a **10% catering fee** levied by FSMG for the rights to cater at the Event Center.
4. **LIQUOR LICENSE:** The Event Center is a licensed facility. The existing Liquor License is held jointly by FSMG's contracted food service provider and FSMG. All alcohol distribution is subject to the rules and regulations mandated by this existing license.

J. ADVERTISING:

1. **ADVERTISING PRIVELEDGES:** FSMG, or its designee, may allow commercial advertising on or in the Event Center in which advertisers provide compensation to FSMG for certain advertising rights. Such advertising may include, but is not limited to, signs and banners, acknowledgement of sponsors over public address system, advertising on ticket backs, display on electronic marquee, and promotional handout materials.
2. **EVENT ADVERTISING:** LICENSEE agrees that all advertising of this event will be honest and true and will include accurate information on event times/dates, ticket prices and type (general or reserved), show content, and place of event. LICENSEE agrees to cancel and/or correct any event advertising and announcements, which in the sole opinion of FSMG is deemed to be misleading, untruthful, containing incomplete information, therefore damaging to the reputation of the Event Center. LICENSEE shall reimburse any losses or damages that accrue on account of inaccurate information, to the extent that any such losses or damages are accrued as a result of the negligent acts and or omissions of LICENSEE, its officers, agents, or employees acting in good faith within the scope of their authority.
3. **STATEMENT OF EVENT SPONSORSHIP:** The use of the Event Center by any organization, individual or group does not in itself constitute endorsement by FSMG and/or Clark County. Those using the Event Center are forbidden to express or imply such endorsement at any time.

K. ADHERENCE TO CONTRACT TERMS:

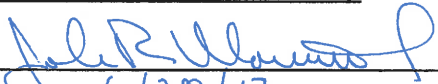
1. **ALTERATION:** This Agreement may not be modified or altered by LICENSEE.
2. **RETENTION OF RIGHTS:** Failure of FSMG to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of FSMG's right thereafter to enforce the same strictly.

3. **NON-ASSIGNMENT:** LICENSEE may not assign this Agreement or any interest therein or permit the use of the Authorized Areas or any part thereof without the prior written approval of FSMG. Any attempted assignment without such prior approval shall render this Agreement null and void.
4. **SEVERABILITY:** If any provision of this License Agreement or the Rules and Regulations which have been incorporated into the License Agreement by reference shall be declared invalid or unenforceable, the remainder of the provisions shall continue in force and effect to the fullest extent permitted by law.
5. **FORCE MAJEURE / UNAVOIDABLE HAPPENING:** If the Authorized Areas or any part thereof is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence renders the fulfillment of this Agreement by FSMG impossible or impracticable, including, without limitation thereto, the requisitioning of the facility by the United States Government or any instrumentality thereof, or by causes to include but not limited to reason of labor dispute, artist illness, acts of God, labor strikes, lock-outs, riots, power failures and other conditions beyond control of the parties, then this Agreement shall be terminated and the LICENSEE shall be liable for fees, charges for support personnel and services, additional utility charges which have accrued only at the time of termination and all other fees paid by licensee shall be returned by FSMG. LICENSEE hereby waives any claim for damages or compensation from FSMG on account of such termination.
6. **WASHINGTON LAWS:** The laws of the State of Washington shall govern the validity, construction and effect of this contract.
7. **ASSUMPTION OF RESPONSIBILITY:** LICENSEE expressly assumes full responsibility for all of its employees and agents connected with LICENSEE'S use of the Event Center to the extent allowed by RCW 4.92.
8. **ENTIRE AGREEMENT:** Except as provided in section D.5, this document contains the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document has been or is relied upon by any party. No modification or amendment of this Agreement shall be in force or in effect unless in writing executed by all parties hereto.
9. **HEADINGS:** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe neither the scope of this Agreement nor the extent of any provision thereof.
10. **DELIVERY OF NOTICES:** Any notice, request, demand, instruction, or any other communication to be given to any party hereunder shall be in writing, sent by registered or certified mail as follows:
 To FSMG: in care of the Clark County Event Center at the Fairgrounds 17402 N.E. Delfel Rd., Ridgefield, WA 98642
 Attention: Executive Director

To LICENSEE: at the address provided in the License Agreement or at any of the offices designated in writing and provided to the Executive Director during the Term of the License Agreement.

MASTER AGREEMENT APPROVAL

Fairgrounds Site Management Group

Signed: 
 Date: 6/28/17

John R. Morrison, Jr., Chief Executive Officer

Washington State University

Signed: 
 Date: 20170621

Casey St. Clair, Contracts Assistant Manager
 Finance & Administration