**AGREEMENT TO USE TENT AND EQUIPMENT OWNED**

WSU Contract No**.**

**BY WASHINGTON STATE UNIVERSITY**

THIS AGREEMENT (the “Agreement”) is made by and between WASHINGTON STATE UNIVERSITY, an institution of higher education and an agency of the state of Washington (hereinafter referred to as "WSU"), and       (*business name*), a       (*business type*), located at       (*full address*) (hereinafter referred to as "Renter").

NOW, THEREFORE, the parties agree as follows:

1. Equipment/Term: WSU, in consideration of the satisfactory performance of the terms and conditions of this Agreement, hereby grants to Renter the right to use a 20’ x 40’ tent and associated ancillary equipment (the “TENT”) for educational purposes during the following dates/times:

 The TENT will be delivered to the following address on      , 201     :

; and it will be returned to the following address on      , 201     :

     .

2. Rights and Responsibilities of Renter: Renter shall have the following rights, privileges and responsibilities:

a. Renter may use and access the TENT during the dates/times agreed upon above and shall return it to the location specified above;

b. Renter shall ensure that the TENT is erected by individuals with sufficient skill, experience, and ability;

c. Renter is responsible for payment of the fees and expenses set forth in section 4 below; and

d. Renter must properly care for the TENT during use, comply with all terms and conditions of this Agreement, and indemnify WSU for any damage or loss thereto as set forth herein.

3. Rights and Responsibilities of WSU: WSU shall have the following rights, privileges and responsibilities:

a, WSU shall make the TENT available at the dates/times agreed upon above and shall deliver it to the location specified above.

4. Direct Expenses: Renter shall reimburse WSU for all WSU's direct expenses incidental to Renter’s use of the TENT. Such direct expenses shall include:

 a. An Equipment use fee = $50/day; and

 b. Reimbursement of the cost of repair or replacement of TENT if damaged or destroyed due to Renter’s misuse or negligence.

5. Care of Equipment: From the time TENT is delivered to Renter, Renter shall do all things necessary and provide sufficient resources to erect TENT, ensure that Renter, its employees, agents, representatives, guests and invitees do not injure, mar, or in any way deface, damage or destroy the TENT.

6. Set-Up/Removal: Renter is solely responsible to erect the TENT in a safe and correct manner. After use, Renter must take down the TENT in a safe and correct manner, ensure the TENT is folded and stored in clean and dry condition. In the case of rain or other conditions that do not allow for the immediate lowering and folding of the tent canopy, the Renter will make arrangements acceptable to WSU for lowering and folding the tent when conditions are favorable.

7. Indemnification/Hold Harmless: Renter shall indemnify and hold WSU harmless of and from any and all loss, damage or injury to any person or persons, or property, arising from or connected with the Equipment or Renter’s use thereof. Renter further agrees to waive all claims against WSU on account of any loss, damage, or injury from whatever cause which may occur to Renter or its employees, agents, representatives, guests and invitees in the use said Equipment, the giving of this waiver being part of the consideration upon which this Agreement is based. Renter further agrees to promptly reimburse WSU for any damage done to the TENT while or as a result of the Renter’s rental and possession of the TENT.

8. Insurance: Renter agrees to obtain and/or maintain at its own cost and expense public or commercial liability insurance in the sum of not less than $1,000,000 for each occurrence and not less than $2,000,000 combined limit; Renter shall further name WSU as an additional insured on such policy, and at the time of the execution of this Agreement, shall furnish WSU with a copy of said policy or a certificate that such insurance has been issued.

9. Signatures: The individuals signing below represent that they have been given authority to bind their respective parties, and by their signature below, agree that the parties will comply with the terms and conditions of this Agreement.

**WASHINGTON STATE UNIVERSITY**

*Recommended*: *Approved:*

Signature: Signature:

Name:       Name: Christine R. Hoyt

Title:       Title: Contracts Manager WSU Office of Business & Finance

Date: Date:

**RENTER**

Signature: Title:

Name:       Date: