

# FACILITIES USE RENTAL AGREEMENT



## A. PARTIES

This FACILITIES USE AGREEMENT (the “AGREEMENT”) is made and entered into between the Greater Yakima Chamber of Commerce (hereinafter referred to as “OWNER.”) and \_\_\_\_\_ (hereinafter referred to as “RENTER”).

## B. RENTAL PREMISES

OWNER hereby rents to RENTER the following described premises (the “PREMISES”)

Please circle:            Ted Robertson Board Room            or            Mercy Leadership Center

## C. CONSIDERATION

There shall be a \$\_\_\_\_\_ fee for RENTER’S use of the PREMISES. If no fee is charged, 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.

### Fee structure:

Robertson Board Room	Mercy Leadership Center
1-3 hours    \$100	1-3 hours    \$200
3-5 hours    \$200	3-5 hours    \$400
5-8 hours    \$300	5-8 hours    \$600

A minimum of one hour will be charged.

### Payment / Deposit:

Payment of the rental amount will be due ½ upon signing the Facilities Use Rental Agreement and is a non-refundable deposit to hold the requested Premises. The balance of the rental amount will be due no later than 24 hours prior to use of the Premises.

## D. DURATION OF AGREEMENT

This AGREEMENT shall be effective as of \_\_\_\_\_, 2012 from \_\_\_\_\_ to \_\_\_\_\_ (time).

Insert additional or other details regarding schedule/use: \_\_\_\_\_

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Setup time and cleanup needs to be included in the time reserved. We suggests a minimum of 30 minutes for set up and cleanup.

Meetings can only be scheduled between the operation hours of 8:30 AM-5:00 PM. If a staff person agrees to stay after hours, a \$100 per hour fee will be charged.

#### **E. MAINTAINING THE PREMISES / DAMAGE DEPOSIT**

RENTER shall pay a damage deposit fee of \$100.00 at the time of signing the Facilities Use Rental Agreement. The damage deposit is refundable upon completion of Owner's inspection of the Premises after RENTER's use thereof. OWNER shall refund the damage deposit to RENTER within five (5) business days after RENTER'S use of the Premises, less the costs to OWNER of any repairs caused by RENTER.

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.

#### **F. 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 if requested, agrees to name as an additional insured on policy, OWNER, and OWNER's officers, employees and agents.

#### **G. DUTIES OF RENTER**

1. Clean up and clear the PREMISES after each use, and maintain the PREMISES in its present condition during uses, normal wear and tear excepted.
2. Empty garbage cans of any trash and place in large garbage can located in the kitchen area, as well as wipe down and clean tables. Cleaning supplies are available in the cupboard labeled supplies in the conference room.
3. Please see the front desk if you have any questions about how the meeting room needs to be set up when you are done.
4. Comply with all applicable laws, statutes and regulations, and OWNER policies, in RENTER's use of the PREMISES.
5. RENTER shall be responsible for provision and set-up of any equipment required by RENTER during RENTER's use of the PREMISES.
6. RENTER shall not use any alcoholic beverages or allow smoking within the Greater Yakima Chamber of Commerce building during its use of the Premises.

**H. 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.

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.

**I. APPLICABLE LAWS**

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

**J. NOTICES**

**Cancellation:** A 48 hour notice is required for cancellation and refund of fees.

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 SIGN THIS DOCUMENT BELOW agrees that he/she has read this AGREEMENT, understand 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.

\_\_\_\_\_  
Greater Yakima Chamber of Commerce

\_\_\_\_\_  
RENTER signature

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_