

## FACILITY USE/RENTAL AGREEMENT

The following agreement is hereby entered into by and between the person, corporation, entity, or organization known as \_\_\_\_\_, hereinafter referred to as the “Organization”, and Community College District No. 4 - Skagit Valley College - hereinafter referred to as the “College”.

WHEREAS, the College is willing to rent certain facilities to the Organization and/or permit the Organization to utilize certain facilities, provided that the Organization shall be separately liable to the College for any and all claims of damages or injuries to persons and real or personal property belonging to the College which results from, or is caused by actions or activities of the Organization and its agents, employees, students, invitees, guests, or customers.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, the parties do hereby agree as follows:

1. The College agrees to permit the Organization to utilize the following facilities belonging to the College:

\_\_\_\_\_

These facilities may be utilized by the Organization during the time periods set forth in the following schedule:

\_\_\_\_\_

2. The authorized officer or agent of the Organization, whose signature appears below, shall be responsible for damage to persons or property resulting from the negligence of its agents, employees, students, or users of the facility and grounds.
3. The Organization recognizes that it has no license or right to utilize facilities belonging to the College, other than the facilities indicated in paragraph 1 above, and except in accordance with the use schedule set forth in paragraph 1. The Organization agrees, however, that if members, employees, agents, guests, licensees, or permittees of the Organization use facilities other than those set forth in the use schedule, the Organization’s promises and obligations under this agreement shall nonetheless be fully applicable, and the Organization will indemnify the College for losses, liabilities, or damages to the College resulting from such use. Except for claims resulting from the sole negligence of Skagit Valley College.
4. The authorized officer or agent of the Organization, whose signature appears below, agrees to indemnify and hold harmless Skagit Valley College of all liability due to actions of the Organization or other parties allowed on the premises as noted on the agreement.

5. Skagit Valley College reserves the right to cancel events at any time on the occurrence of any of the following events: the premises, or any parts thereof, are destroyed, or damaged by acts of nature or other incidents including but not limited to, fire, flood, earthquake, explosion, the elements, war, mobilization, mob or riot; the premises, for any reason are rendered unfit for occupancy; Skagit Valley College is unable to give renter possession due to national or local emergency, calamity, epidemic, strike, power shortage or restriction or the like. Skagit Valley College also reserves the right to cancel if the renter has not performed in good faith and in adherence with the rental contract. Notice of cancellation will be verbal and written. Skagit Valley College reserves the right to interrupt an event in the interest of public safety.

**6. Pavilion Rental**

- ◆ All renters will pay a deposit upon booking. The deposit will be applied to the renter's final billing. Fees and expenses will be deducted from your deposit and the remainder, if any, will be returned to you. If the bill is more than your deposit, the College Business Office will send an itemized statement for the remainder.
- ◆ If the renter should cancel at least 90 calendar days prior to the event, a full refund of the deposit will be made. If the renter should cancel less than 90 calendar days prior to the event, the deposit will be forfeited.

**7. Event Monitor**

- ◆ An Event Monitor may be required during the time the facility is open for your use. The monitor rate is \$30.00 per hour. If over 200 guests are expected, or alcohol is being served, the renter is required to hire security from an outside agency, approved by the college, to be in attendance at the start of your event through conclusion.

**8. Catering & Alcoholic Beverages**

- ◆ A caterer, licensed and approved by Skagit Valley College, can be used for events where alcohol is not being served. Caterers will not have access to College kitchen facilities.
- ◆ State Liquor Board rules prohibit another caterer from providing either food or beverage at Skagit Valley College when alcoholic beverages are being served.
- ◆ All alcoholic beverage service must be provided by Skagit Valley College. No outside liquor can be brought in for events.

**9. Tennis Court Rental**

- ◆ Court reservations can be made up to 3 months in advance.
- ◆ Payment is required at the time of rental.
- ◆ Rentals are non-refundable. However, future credit may be considered upon written request detailing circumstances that could be considered for credit.

**10. General Information**

- ◆ Set up and clean up is the responsibility of the group utilizing the room.
- ◆ The facility must be returned to its original condition after the event.
- ◆ The college is not responsible for set up of the event if SVC Food Service is not catering.
- ◆ Skagit Valley College buildings are all non-smoking buildings. Designated smoking gazebos are situated at various points on campus.

**11. Facility Rental Fees**

For extended facility use beyond three days, lower rental rates will be set on a case-by-case basis

		<u>Non-Profit</u>		<u>Your Cost</u>
<input type="checkbox"/> Cafeteria	\$60/hr.	\$48/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Cardinal Café	\$30/hr.	\$18/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Multipurpose Room	\$60/hr.	\$48/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Classroom (30-48)	\$42/hr.	\$30/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Classroom (50-66)	\$48/hr.	\$36/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Conference Room	\$30/hr.	\$18/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Computer Lab	\$120/hr.	\$90/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Field House	\$24/hr.	\$24/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Tennis Courts – Court 1, 2, 3, 4, 5, 6	\$15 per court; 1.5 hrs.			_____
<input type="checkbox"/> Pavilion	\$204/hr.	\$144/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Fire Training Tower	\$90/4 hrs.	\$90/4 hrs.		_____
<input type="checkbox"/> Grounds	To be determined			_____
<input type="checkbox"/> Tarro Theatre	\$48/hr.	\$36/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Tarro Theatre & Backstage	\$60/hr.	\$48/hr.	(2 hr. min.)	_____
<input type="checkbox"/> Tarro Theatre - Performance (includes Lobby, Ticket Booth & Concession)	\$72/hr.	\$60/hr.	(2 hr. min.)	_____

**Interactive Studios**

1 hr. of Software Specialist support required

<input type="checkbox"/> Studio A (S161)	\$90/hr.	\$72/hr.	(4 hr. min.)	_____
<input type="checkbox"/> Studio B (N219)	\$90/hr.	\$72/hr.	(4 hr. min.)	_____
<input type="checkbox"/> Studio C175	\$90/hr.	\$72/hr.	(4 hr. min.)	_____
<input type="checkbox"/> Studio A125	\$120/hr.	\$90/hr.	(4 hr. min.)	_____
<input type="checkbox"/> Studio A129	\$120/hr.	\$90/hr.	(4 hr. min.)	_____

**Additional Fees**

<input type="checkbox"/> Multipurpose Room Set-up	\$60	\$60		_____
<input type="checkbox"/> Stage Set-up	\$36	\$36		_____
<input type="checkbox"/> Stage with PA System	\$60	\$60		_____
<input type="checkbox"/> Tarp Covering - Pavilion	\$480	\$480		_____
<input type="checkbox"/> Security Monitor	\$36/hr.	\$36/hr.		_____
<input type="checkbox"/> Computer Lab Operator	\$36/hr.	\$18/hr.		_____
<input type="checkbox"/> Software Specialist	\$96/hr.	\$48/hr.		_____
<input type="checkbox"/> Server or Network Specialist	\$144/hr.	\$72/hr.		_____
<input type="checkbox"/> Theatre Technician	\$30/hr.	\$30/hr.		_____
<input type="checkbox"/> Custodial	\$36/hr.	\$36/hr.		_____
<input type="checkbox"/> Other, Explain:				_____

**TOTAL**

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12. In order to qualify for non-profit rates, the organization must be a Washington State Certified Non-Profit Agency. Copy of Certification required.
13. This agreement shall become effective upon execution by both parties hereto.
14. This agreement shall not be modified or amended except by written instrument executed by the parties hereto.

\_\_\_\_\_ Date \_\_\_\_\_  
 Authorized officer or agent of the Organization

***I understand that the college has first priority over the use of all college facilities, and it may be necessary to move our event to another area.***

\_\_\_\_\_ Date \_\_\_\_\_  
 Authorized officer or agent of the College

**REGULATIONS FOR USE OF SCHOOL FACILITIES BY COMMUNITY GROUPS IS GOVERNED BY WASHINGTON ADMINISTRATIVE CODES:**

WAC 132-140-010 Use of College Facilities: Community College District No. 4 serves Skagit, Island and San Juan Counties by providing continued educational opportunity for its citizens. In keeping with this general purpose, the college believes that facilities should be available for a variety of uses which are of benefit to the general public; provided that such general uses do not interfere with the educational mission of the college. However, a state agency is under no obligation to make its public facilities available to the community for private purposes.

WAC 132D-140-030 Statement of Intentions: The college neither intends nor desires to compete with any local agency or private enterprise in making its facilities available to the community. Privately operated facilities exist which are well qualified to best meet many community needs. The college encourages the community to patronize local businesses or agencies. With this approach, the college hopes to work cooperatively with local private enterprise to the mutual benefit of all concerned.

Revised: 7/1/16