

THIS MASTER AGREEMENT MUST BE ATTACHED TO EACH PURCHASE ORDER ISSUED BY W.S.U FOR A RESERVATION OF SPACE IN GLADISH COMMUNITY CENTER

**MASTER AGREEMENT
FOR RECURRING USE OF
GLADISH COMMUNITY CENTER**

THIS MASTER AGREEMENT FOR RECURRING USE (the "MASTER AGREEMENT") is made and entered into between **Washington State University**, an institution of higher education and agency of the state of Washington (hereinafter referred to as "WSU"), and **Gladish Community Center**, whose address is 115 NW State Street, Pullman, WA 99163 (hereinafter referred to as "GLADISH").

WHEREAS, WSU has a need for local community facilities in which to conduct WSU meetings, events, conferences and the like; and

WHEREAS, GLADISH has such a facility that meets the needs of WSU; and

WHEREAS, WSU and GLADISH desire to establish the general terms and conditions which will govern WSU's recurring use of such facility.

NOW, THEREFORE, the parties agree as follows:

1. RENTAL PREMISES: During the term of this MASTER AGREEMENT, GLADISH agrees to rent to WSU the following described premises or space therein (the "PREMISES"), on such dates and times as may be agreed upon by the parties:

The Gladish Community Center
115 NW State Street, Suite 212A
Pullman, WA 99163

2. CONSIDERATION; BILLING AND PAYMENT: The consideration to GLADISH for each use of the PREMISES by WSU (the "RENTAL FEE") shall be separately set forth on a Purchase Order or Departmental Order (collectively, "P.O.") issued by WSU containing the specific dates and times of use as agreed upon by the parties. This MASTER AGREEMENT shall be attached to each such P.O. issued by WSU.

Per state law, the RENTAL FEE may not be paid in advance or in anticipation of WSU's use of the PREMISES under this MASTER AGREEMENT; however, WSU may pay GLADISH a fee not to exceed 25% of the RENTAL FEE for each such use to reserve the PREMISES for a particular date or dates (the "RESERVATION FEE"). The amount of the RESERVATION FEE shall also be separately set forth on the P.O. Final payment by WSU shall be made within thirty (30) days of receipt of invoice from GLADISH after each use by WSU. GLADISH may charge WSU a late payment fee not to exceed one percent (1%) per month for any amounts not paid by WSU within thirty (30) days of receipt of invoice.

3. TERM OF AGREEMENT: This MASTER AGREEMENT shall be effective as of the date of last signature, below, and shall continue until January 15, 2015 (the "INITIAL TERM"), unless terminated earlier as provided for herein. At the expiration of the INITIAL TERM, this MASTER AGREEMENT may be extended for one term of the same duration upon the mutual written consent of the parties (the "RENEWAL TERM").

4. PURPOSE: WSU will use the PREMISES only for the purposes of holding meetings, events, conferences or other related activities and for no other purposes unless approved by GLADISH. WSU shall not assign or sublet the PREMISES without GLADISH's prior written consent.

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5. MAINTAINING THE PREMISES: For each use of the PREMISES, WSU shall maintain the PREMISES in the same manner WSU found the PREMISES. If GLADISH is required to expend funds to repair the PREMISES due to misuse or damage caused by the negligence of WSU or its employees or agents, WSU shall pay the reasonable costs of these additional amounts for such repair.

GLADISH shall inspect the PREMISES on a periodic basis to ensure the PREMISES remain in reasonable repair and condition for WSU's use.

6. INSURANCE: WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU 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 WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this MASTER AGREEMENT will be paid from the tort claims liability account as provided in RCW 4.92.130. WSU shall provide to GLADISH upon request a certificate of insurance evidencing the above policy is currently in full force and effect.

At all times this MASTER AGREEMENT is in effect, GLADISH shall maintain general liability coverage, including coverage for personal injury, bodily injury, property damage, automobile liability, contractual liability and any other relevant liability, in amounts not less than \$1,000,000 (One Million) per occurrence, and \$2,000,000 (Two Million) aggregate limit. GLADISH shall provide to WSU upon request a certificate of insurance evidencing the above insurance is currently in full force and effect. GLADISH's insurance shall be primary and non-contributory and GLADISH shall make no claim against WSU for any claim for which GLADISH is covered by the insurance described herein.

7. DUTIES OF GLADISH: GLADISH agrees to do the following under this MASTER AGREEMENT:

- a. Provide use of the PREMISES to WSU for the agreed upon dates and times while this MASTER AGREEMENT is in effect.
- b. Promptly return to WSU any RESERVATION FEES paid by WSU for any use that is timely cancelled by WSU pursuant to Section 9 herein.
- c. Comply with all applicable local, state and federal licensing and registration requirements and building standards necessary for its performance under this MASTER AGREEMENT.

8. DUTIES OF WSU: WSU agrees to do the following under this MASTER AGREEMENT:

- a. Use the PREMISES only for the intended purposes, clean up and clear the PREMISES after each use, and maintain the PREMISES in its present condition during use, normal wear and tear excepted.
- b. Comply with all applicable laws, statutes and regulations, and GLADISH policies, in its use of the PREMISES.
- c. Promptly issue a change order covering any additional costs incurred due to last minute requests by WSU for equipment, space or other services of GLADISH.

9. TERMINATION/CANCELLATION: Either PARTY may terminate this MASTER AGREEMENT during the INITIAL TERM or RENEWAL TERM with not less than thirty (30) days prior written notice to the other PARTY and shall be liable only for obligations incurred up to the date of such termination.

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To cancel a particular use of the PREMISES under this MASTER AGREEMENT, WSU shall provide written notice to GLADISH of its intent to cancel, and shall pay a cancellation fee, if applicable, based upon the following schedule:

<u>Amount of Notice</u>	<u>Cancellation Fee</u>
More than 30 days	No fee
4 to 29 days	RESERVATION FEE is forfeited
72 hours or less	50% of RENTAL FEE (less all costs avoided)

In the event GLADISH is able to re-rent the PREMISES to another customer for the same date(s) notwithstanding WSU's cancellation, the above cancellation fees shall be waived.

10. HOLD HARMLESS: Each party to this MASTER AGREEMENT shall, to the extent permitted by law, indemnify and hold the other harmless for any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of its own negligent acts or omissions and those of its officers, employees and agents in the performance of this MASTER AGREEMENT. Neither party to this MASTER AGREEMENT shall be responsible for the acts and omissions of those not a party to this MASTER AGREEMENT.

11. APPLICABLE LAWS: This MASTER AGREEMENT has been entered into in the state of Washington in Whitman County, and shall be governed by and construed in accordance with the laws of the state of Washington.

12. DISPUTE RESOLUTION: In the event that a dispute arises under this MASTER AGREEMENT that cannot be resolved by the parties, the parties agree to allow the dispute to be resolved by a Dispute Panel in the following manner: each party to this MASTER AGREEMENT shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint a third member. The Dispute Panel shall review the facts, contract terms, applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto.

13. NOTICES: All notices required to be given under this MASTER AGREEMENT shall be delivered to the individuals listed below:

WSU:
Purchasing Services
Attn: Eric Rogers
Director
P.O. Box 641020
Pullman, WA 99164-1020

GLADISH:
Gladish Community Center
Attn: Dennis McConnell
Executive Director
115 NW State Street, Suite 212 A
Pullman, WA 99163

14. USE OF NAME & MARKS: Neither party shall use the name or trademarks of the other party without the other party's express prior written consent.

15. NON-DISCRIMINATION: Each party certifies that it will not discriminate in the performance of this MASTER AGREEMENT on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

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16. FORCE MAJEURE: In the event that the parties' obligations under this MASTER AGREEMENT are substantially delayed, prevented or rendered impractical or impossible by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of God, any law ordinance, rule or regulation which becomes effective after the date of this MASTER AGREEMENT, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this MASTER AGREEMENT. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

17. AMENDMENTS: This MASTER AGREEMENT may be amended or modified only upon the mutual written consent of the parties.

18. WAIVER: A failure by either party to exercise its rights under this MASTER AGREEMENT shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MASTER AGREEMENT unless stated to be such in writing signed by an authorized representative of the party and attached to this MASTER AGREEMENT.

19. ASSIGNMENT: The rights and obligations of the parties under this MASTER AGREEMENT may not be assigned in whole or in part without the express prior written consent of the other party.

20. SEVERABILITY: If any provision of this MASTER AGREEMENT or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this MASTER AGREEMENT which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this MASTER AGREEMENT, and to this end the provisions of this MASTER AGREEMENT are declared to be severable.

21. SIGNATURES: Each individual who signs this document below agrees that he/she has read this MASTER AGREEMENT, understands 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.

WASHINGTON STATE UNIVERSITY

GLADISH COMMUNITY CENTER

Approved:





Name Amanda Owen

Name: Dennis McConnell

Title: Contracts Manager

Title: Friends of Gladish Executive Director

Date: 1/13/12

Date: 13 Jan 2012