

WBO of 15074

**TRAC****CENTER**

"Unlimited Possibilities"

6600 Burden Blvd

Pasco, WA, 99301

[www.traconline.com](http://www.traconline.com)**Lease Agreement - 42111****TRAC CENTER (LESSOR) and LESSEE listed below, enter into this LEASE AGREEMENT.**

Organization:  
 Contact:  
 Coordinator:  
 Address:  
 City:  
 Phone:

**LEASED SPACE AND USE DATE(S)**

For use of the above listed premises, the LESSEE shall pay to TRAC Center the amounts listed below on or before the due dates. In no case shall permission be given to occupy the premises by the LESSEE, their agent, or guests until all required payments are made.

Date	Time	Function	Room	Attendance	Rental Fee
	7a-4p	Vendor Area & English Meeting/Meals	Expo Hall	200	\$25 per vendor booth
	7a-4p	English Break Out	Room 4	50-75	\$250.00
	7a-4p	English Break Out	Room 2	50-75	\$150.00
	7a-4p	Spanish Meeting/Meals	Chardonnay/Riesling/Semillon	125	\$450.00
	7a-4p	Spanish Break Out	Merlot/Syrah	32	\$250.00
	7a-4p	Spanish Break Out	Cabernet/Chenin Blanc	32	\$250.00

**FINAL CATERING GUARANTEES DUE: 2/1/12****ROOM RENTAL FEE: \$1350.00****RESERVATION FEE AND DUE DATE: Direct Bill**

A minimum of \$6000.00 in food and beverage must be spent during your event in order to receive the reduced room rental fees. This Guaranteed Amount does not include no-host bar, tax, audio-visual, or any other miscellaneous charges incurred. LESSEE is required to pay TRAC Center the full guaranteed amount, regardless of whether LESSEE actually charges that amount. LESSEE is also required to pay TRAC Center any amounts it incurs exceeding the guaranteed amount.

**REQUEST FOR EARLY ACCESS OR SET UP:** All requests for early access or set up will be confirmed no sooner than two weeks prior to your scheduled event by the TRAC Center.

### **1. FINAL ARRANGEMENTS:**

Final menu items, room arrangements, and other details should be received Four (4) weeks prior to the function. TRAC Center reserves the right to change function rooms at any point during the planning process should the number of attendees change. Any changes will be clearly posted on a TRAC Center sign board.

#### **Guarantee:**

So that proper planning and execution of the event may occur, the client is required to guarantee the number of attendees. LESSEE is responsible for payment of the final guaranteed number even if fewer guests actually attend the function. Lessee assumes the responsibility to establish guaranteed attendance. Any change in the guaranteed number of guests is also the responsibility of LESSEE. Guarantee changes must be communicated to TRAC Center, and must meet the time constraints specified below. In the event, time constraints are not met, charges will be based on the original guarantee or actual attendance whichever is greater.

For 1 to 400 Persons: The guarantee shall be confirmed at least three (3) business days prior to the event.

For over 400 Persons: The guarantee shall be confirmed at least five (5) business days prior to the event.

TRAC Center will prepare additional meals in the amount of five percent (5%) over the final guarantee not to exceed twenty-five (25) meals. A ten percent (10%) charge will apply to the per person price of the increased attendance if in excess of five percent (5%) overage accounted for.

### **2. TAX**

All food, beverage and audio visual prices are subject to 8.3% State of Washington sales tax in accordance with Washington Law. Labor charges will be applicable for any food function less than fifteen (15) guests depending on the size and location of the function room.

### **3. LICENSING & INSURANCE REQUIREMENTS**

Due to licensing and insurance requirements, all food and beverage to be served on TRAC Center property must be supplied and prepared by TRAC Center or its agents. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage become the property of TRAC Center.

### **4. PRICING**

Price and availability of food and beverage items are subject to market conditions and can generally be confirmed sixty (60) days prior to the scheduled date of the event. Please note an additional cost per person will be charged for any event that chooses a buffet but doesn't meet the minimum number of people. Buffets are designed to be open for one hour but may be open longer for an additional charge and with advance arrangements.

### **5. GUESTS' RESPONSIBILITIES**

LESSEE agrees to begin the function at its scheduled time and to have guests and invitee's vacate the function space at the closing hour designated.

LESSEE agrees to assume full responsibility for the conduct of its WSU members including damages to TRAC Center property as a result of their misuse. LESSEE also agrees to assume full responsibility for any materials or equipment shipped to the TRAC Center or left on TRAC Center premises.

Shipments will not be accepted or stored by TRAC Center more than three (3) working days in advance of the function. Taping or posting of any materials on any of the walls of TRAC Center is strictly prohibited, without prior approval of TRAC Center.

#### **6. CANCELLATION POLICY**

Any cancellation occurring from signing of this agreement to six (6) months from first day of scheduled event, LESSEE'S full reservation fee is immediately forfeited to TRAC Center. Any cancellation occurring six (6) months from the first day of the scheduled event to fourteen (14) days before event date, ninety percent (90%) of estimated charges shall be owed in full by LESSEE to TRAC Center within thirty (30) days of receipt of invoice. Any cancellation occurring less than fourteen (14) days before the first day of the scheduled event, one hundred percent (100%) of all charges including food and beverage estimates, and audio visual estimates shall be owed in full by LESSEE to TRAC Center within thirty (30) days of receipt of invoice.

Upon acceptance of this agreement, TRAC Center is holding the stated facilities and service for the sole purpose of the use of LESSEE. Cancellation of the terms and conditions of this agreement will result in monetary restrictions to TRAC Center. Lessee acknowledges that TRAC Center will make available, for use by others, such portions, areas and facilities of the TRAC Center that are not subject to this agreement. The Lessee agrees to cooperate in good faith with TRAC Center and those persons using other portions and areas of TRAC Center.

#### **7. ROOM ASSIGNMENTS AND SET UP TIME**

Meal function rooms are assigned by the guaranteed number of people anticipated. Room rental fees may be applicable if LESSEE attendance drops below the estimated attendance at the time of booking. We reserve the right to change LESSEE to a room suitable for final attendance. Meeting space required on a 24-hour basis will be charged accordingly.

#### **8. ROOM/DANCE FLOOR SET UP**

Each event is required to use the TRAC Center's specified formula for dance floor distribution. This enables us to allow for the appropriate amount of dance floor for each in-house LESSEE based on each LESSEE final guest count. Any additional dance floor requested will incur an additional cost to the customer. Any room set-up changes made the day of the event will incur a minimum charge of seventy-five dollars (\$75.00).

#### **9. PAYMENT**

**Master Account:** The manner of payment of the Master Account shall be established upon approval of Lessee's credit. LESSEE must complete the attached direct billing application and return to TRAC Center upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by TRAC Center after a credit check has been approved.** If LESSEE has been approved for direct billing, all charges will be billed to the Master Account and will be direct billed to LESSEE and paid as provided herein.

Date  
Direct Bill

Amount Due  
Remaining Balance

Cash, personal check, or Visa / MasterCard's accepted upon conclusion of event with approval of "TRAC Center's Tele check system".

#### **10. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:**

TRAC Center warrants and represents that as a place of public accommodation, it is in compliance with the Americans with Disabilities Act, all federal, state and local fire safety and health code laws and ordinances are in force at the time of the event/function.

**11. INDEMNIFICATION:**

LESSEE shall, to the extent allowed by law indemnify, hold harmless and defend or pay the costs of defense for TRAC Center and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, arising out of or caused by the LESSEE or its WSU members' negligence in connection with the use of TRAC Center's facilities.

LESSEE shall to the extent allowed by law indemnify, hold harmless and defend or pay the costs of defense for TRAC Center, Franklin County, the City of Pasco, their agents, employees, and assigns against and from an and all penalties, claims, damages, actions, suits, liability, loss, expenses, costs and judgments of any nature whatsoever incurred as a result of LESSEE's negligence or violation of any federal, state or local law, ordinance, or statute arising from the operation of this lease agreement, or LESSEE's failure in any respect to comply with the requirements of this agreement.

**12. ALCOHOL AND MINORS:**

TRAC CENTER does not permit the serving of alcoholic beverages to anyone under the age of twenty-one (21), or under the influence of alcohol, in accordance with Washington State Beverage Control Regulations and law. No outside alcohol is to be brought into TRAC Center by LESSEE or its guests.

**13. SECURITY:**

Routine security services are provided by TRAC Center, however, should additional security be deemed necessary by TRAC Center, arrangements must be made two (2) weeks prior to the scheduled function.

TRAC Center may require uniformed police officers and/or bonded security to be on site during any event at the expense of the LESSEE. TRAC Center reserves the right to determine level of bonded security present during the event. The LESSEE is responsible for all security costs. Should the event require more security than originally estimated TRAC Center reserves the right to hire more uniformed officers/bonded security at the expense of the LESSEE.

**14. ADVERTISING:**

It is the responsibility of the LESSEE to clearly advertise to the public the dates, times, leased area, and price of the event at TRAC Center. All advertising must be approved in advance by TRAC CENTER Management. LESSEE may not advertise any event until this agreement is fully executed by all parties herein this agreement. Camera ready artwork reflecting acceptable use of TRAC Center logo is available at no charge.

**15. EVACUATION OF FACILITY:**

Should it become necessary to evacuate TRAC Center for reasons of public safety, mechanical or systems failure, the LESSEE will retain possession of the premises for sufficient time to complete presentation of activities without additional lease charges providing such time does not interfere with another building lessee. If it is not possible to complete presentation of the activity, this lease agreement shall be forfeited, prorated or adjusted at the discretion of TRAC Center based on the situation and the LESSEE waives any claim for damages or compensation from TRAC Center Franklin County, City of Pasco and any or all of its officials, employees, or assigns.

**16. DECORATIONS:**

Glitter and/or confetti are not allowed in any part of the TRAC Center or the Holiday Inn Express. Should this policy not be followed an additional and appropriate charge will be added to the final billing for the clean up of this material.

**PLEASE SIGN AND RETURN:**

You can either mail the lease agreement to TRAC Center at 6600 Burden Blvd., Pasco, WA 99301 or fax back at 509-543-2998. If TRAC Center does not receive a signed copy of this agreement and reservation fee within **two (2) weeks** of the date this agreement was sent, TRAC CENTER shall be released from any and all obligations and conditions of this agreement.

**ORGANIZATION:**

**NAME:**

**SIGNATURE:**

**DATE:**

**EVENT CENTER: TRAC CENTER**

**NAME: TROY WOODY**

**TITLE: GENERAL MANAGER**

**SIGNATURE:**

**DATE:**

**Cc: Kristi Kosler, Sales Manager**