

Terms and Conditions

Marketing/Publicity

No Marketing/publicity should be released until both parties involved complete a signed copy of this agreement. Publicity for all non-university sponsored events must include the name of the sponsoring organization and must not be structured so as to imply Central Washington University sponsorship. Use of University Logos is strictly prohibited without expressed written consent from the University. Advertisement of events on university property that are non-university sponsored are allowed only on the Community Events Board in the Student Union Building with consent of the University and must follow Central Washington University's Campus and Student Union Advertisement Posting Policy.

Breach of Contract

If the User has violated the terms of this agreement, or because participants or attendees have violated laws or university policies, the user is obligated to make full payment of all fees under the agreement. Misrepresentation of the nature of the activity or failure to fully disclose pertinent details regarding facility use will also be a breach of contract. Otherwise, termination by the University shall result in a prorated refund of the applicable fee, based on the portion of the use period that was actually used but less any expense incurred by the university.

Deposits

Non-university user groups are responsible for payment of 75% or more of the estimated costs, depending on the type of event or arrangements made, which is due three days prior to the event. Washington State Agencies are exempt from making advanced payments. Failure to pay in advance will force a cancellation of all arrangements. Breach of Contract will also be enforced, which does not preclude responsibility for payment of costs incurred to the date of cancellation.

Concessions and Catering

The University reserves the right to provide all catering and concessions for events. The University reserves for itself, or its agents, contractors or concessionaires the sole right to the following services: Sales and serving of consumable foods, confections and beverages. User shall not give away or sell items under the terms of this Agreement without the expressed written consent of the University. Should the University agree to waive its sole rights to provide concessions and catering, the User shall agree to pay such rates or fees the University shall determine for waiver of the University's exclusive rights as set forth herein.

Alcohol

User is responsible for complying with all laws of the United States and the City of Ellensburg concerning the consumption of alcoholic beverages on public property. If alcohol is being served at the approved event the University has the right to require a University Police Officer be present. The User shall be charged for assigned University Police Officers for the duration of the User's event. The User must comply with the Central Washington University Alcohol Permits Policy and submit the correlating applications. Failure to obtain full compliance and permissions will be considered a breach of this contract on the part of the User. Alcohol is not permitted in housing facilities.

Laws and Regulations

The User will comply with all of the laws of the United States and the State of Washington; all municipal ordinances; and all lawful orders of police and fire department or any other municipal authority; and will obtain and pay for all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said premises during the term of this agreement in violation of any laws, ordinances, rules or orders. For events exhibiting goods and/or services at a trade show, the City of Ellensburg may require the Lessee to have a Temporary Special Events permit. Information on the permit is available at [www.codepublishing.com/wa.ellensburg_under Title 6.64](http://www.codepublishing.com/wa.ellensburg_under_Title_6.64) Temporary Special Events. All payments for payments are to the City of Ellensburg.

Cancellation or Changes in Facility Request(s) – Recreation Department Policy Only

There is no processing fee associated with the first rescheduling of a facility reservation if done 7 days before the scheduled event. A 50% refund minus the processing fee will be issued if requested at least 7 days prior to the time of the rental. Refunds for amounts under \$50 will be given in the form of a department credit only. Credits may be used in any University Recreation program and expire at the end of the academic year. Recreation applies a \$20 processing fee for all cancelled memberships, programs, and services. This process may take up to 2 weeks to complete.

Terms and Conditions (Cont.)

Transferring or Subletting

The User shall not assign, transfer, or sublet facilities listed in this agreement, nor shall user permit any other person or organization to occupy the facility, without the expressed written consent of the Central Washington University Recreation Office.

Damages

The User shall be responsible for all damages to buildings, grounds, fields, and equipment incident to the user's use. User shall not do, or permit to be done, upon the premises anything that will tend to injure, mar, or in any matter deface the premises and will not drive or permit to be driven, any nails, hooks, tacks, or screws into any part of the facility, and will not make or allow to be made any alterations of any kind to the building or equipment of the University with expressed written consent of the Central Washington University Recreation Office. The User will be responsible for replacement fees for equipment that is lost, stolen, destroyed, or damaged.

Abandoned Property

Any property left in the facility shall, after a period of five working business days from the last day of use hereunder, be deemed abandoned property and shall become property of the university to be disposed of or utilized at the university's sole discretion. Any expenses incurred to the University for the disposal/removal of abandoned property shall be the sole responsibility of the user, and will be charged to the final invoice.

Nondiscrimination

Central Washington University's policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment without regard to their race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as protected veterans. Central Washington University, and thereby Users, with respect to its activities conducted at the university during the term, will comply with all applicable federal, state, and local laws, regulations and executive orders.

Release of Claims/Hold Harmless

User expressly agrees to hold harmless, protect, reimburse, save and indemnify the University, its officers, employees, and agents from and against any and all claims, demands, causes of action, suits or judgements (including costs and expenses incurred in connection therewith and including the costs and expenses incurred by the university in establishing its rights to indemnification) for deaths or injuries to persons or for loss of or damage to property, including university property, arising out of in connection with the user and occupancy of the premises by user, its agents, servants, employees or invitees whether or not caused by the University's negligence or the condition of the University's facilities. In the event of any claims made or suits filed, the University shall give user prompt notice thereof and user shall have the right to defend or settle the claim or suit to the extent of its interest.

Insurance

When an event involves physical activity, or proposed use will otherwise increase the risk of bodily injury above the level normally inherent in the facilities to be used, proof of appropriate liability insurance coverage with limits of at least \$1,000,000 per occurrence must be provided to the Central Washington University Recreation Office before approval of the request will be granted. Additionally, events that are providing or serving alcohol may be subject to provide proof of Liquor Liability Insurance the University. The University strongly suggests that all user groups carry liability insurance.

Civility Statement

The university reserves the right to halt an event when behavior violates the terms and conditions of the event agreement or any applicable university policy and procedure.