



SPOKANE  
PUBLIC FACILITIES  
DISTRICT

«Contract\_Written\_Date»

«Contact\_First\_Name» «Contact\_Last\_Name»

«Account\_Name»

«Contact\_Address\_Line\_1» «Contact\_Address\_Line\_2»

«Contact\_City», «Contact\_State» «Contact\_Postal\_Code»

Dear «Contact\_First\_Name»,

Thank you for choosing the Spokane Convention Center, Spokane's premier events venue. Attached is the Spokane Convention Center Use Agreement for the «**Event\_Description**», scheduled for «**Event\_Start\_Date**». Our professional staff is ready to attend to the details that will ensure the success of your event.

**Please initial all pages of the Use Agreement, sign, and return the original with the rental deposit by «Contract\_Due\_Date». Once received, the Use Agreement will then be ratified and you will receive a fully executed copy. If the signed Use Agreement is not received by the above date, we cannot guarantee space will be available for your event.**

**Special attention should be paid to Paragraph #5 entitled Fees/Consideration, Exhibit B which includes your event information, Exhibit C and Exhibit F (Food and Beverage). Please read through Exhibit G, entitled Spokane Convention Center Green Meetings for information on how to receive your Near Nature. Near Perfect points.**

Closer to the start of your event, an experienced Event Manager will be assigned to work closely with you on every aspect of your event. The Event Manager will become your primary contact and source of information.

You will find our website, <http://www.spokanecenter.com/planners-toc.php>, full of useful information that will make your job easier, including the **Contract General Terms and Conditions**, facility diagrams, rules and regulations and event services.

We appreciate your business. It is our goal to help you plan and realize your most successful event ever!

Sincerely,

«Event\_Account\_Rep\_Name»

Sales Manager

Attachments



# SPOKANE CONVENTION CENTER

## Use Agreement Event #«Event\_Id»

### 1. PURPOSE: EVENT

This Agreement contains the terms, conditions and authorization to use the Spokane Convention Center and specified facilities “Premises” located at 334 West Spokane Falls Boulevard, Spokane, Washington 99201 (See **Exhibit E**), for the **Event(s)** described as follows:

«Event\_Description»

### 2. PARTIES

- (a) The **Parties** are: the Spokane Public Facilities District, a municipal corporation, “**District**”, and «**Account\_Name**», a «**Account\_Type**», “**Licensee**” whose address is: «**Account\_Address\_Line\_1**» «**Account\_Address\_Line\_2**», «**Account\_City**», «**Account\_State**» «**Account\_Postal\_Code**».
- (b) The District General Manager and Event Manager administer this Agreement.

### 3. PREMISES

- (a) To present the Event the District grants the Licensee a non-exclusive license to enter and use the Premises subject to this Agreement.
- (b) Licensee acknowledges it has had an opportunity to examine the Premises and equipment, and accepts the same “as is”.
- (c) Licensee, in all written material (including but not limited to invitations, announcements, agendas, tickets, etc.), promotions, and advertising, shall identify and refer to Rooms 100A, 100B and 100C as the “Integra Telecom Ballrooms.”

### 4. USE DATES

The Licensee may enter and use the Premises and shall relinquish all use, remove its property and restore the Premises to the same condition as received, according to the following schedule: «**Event\_Move\_Out\_Time**» on «**Event\_Move\_Out\_Date**».

### 5. FEES/CONSIDERATION

- (a) Licensee agrees to pay the District a fee of **and 00/100 Dollars (\$«Contract\_Total»)** “**Use Fee**” to use the specified areas of the Premises, facilities and equipment described on the attached **Exhibit B**. Payment shall be made in a form acceptable to the District.
- (b) If Licensee fails to pay the Use Fee within thirty (30) days from the date of the final invoice, Licensee shall pay, in addition to the Use Fee, a late charge of one and one half percent (1 ½%) per month, or portion thereof, of the outstanding fee due the District.

### 6. DEPOSIT; LIQUIDATED DAMAGES FOR CANCELLATION

- (a) The Licensee shall pay by «**Contract\_Due\_Date**» a non-refundable deposit of **and 00/100 Dollars (\$\_\_\_\_\_)** in a form acceptable to the General Manager.
- (b) The Deposit shall be held by the District, without interest accruing, to secure full performance of Licensee’s obligations including payment of the Use Fee.
- (c) If the Licensee cancels the Event or if the District reasonably deems itself insecure because of the Licensee’s apparent or actual inability to perform the Agreement fully as promised, the District may declare a default, and retain from the Deposit the sum of **00/100 Dollars (\$«Contract\_Total»)** as liquidated damages for the loss of use.
- (d) The parties agree that the damages, for the District’s loss of use fees are difficult to ascertain or predict. The above amount is a reasonable estimate of the damages, which would be suffered by the District for loss of use. This remedy is in addition to all other remedies in contract or law.

### 7. ADMISSION TAXES

Paid admission events are subject to city and state admission taxes. The Licensee agrees to pay all taxes and indemnify and hold harmless the District, and its agents and employees, for any failure to pay such taxes.

### 8. MINIMUM SUPPORT STAFF

- (a) The District shall provide event staff at Licensee’s expense. Licensee shall obtain the consent of the District for the use of any paid or volunteer staff. Consent by the District shall not relieve Licensee of any obligations in this Agreement.

- (b) Licensee acknowledges it has had an opportunity to examine the qualifications and services to be provided by any security, admissions and support staff to be designated by the District, accepts the same, and agrees to pay for said services promptly and in full.

## 9. CATERING

If catering services are desired, Licensee shall advise the Event Manager. The District's licensed caterer is **Centerplate (509) 279-7395**.

## 10. CONCESSION RIGHTS

- (a) The District concessionaire shall have the privilege of canvassing, selling and delivering food, beverages, and other merchandise, including show merchandise, during the Event.
- (b) Licensee agrees that any concession sales that the Licensee is authorized to make shall be subject to a District commission of Thirty percent (30%) of the gross proceeds from such sales at the Premises, without any deductions for expenses or other items except sales taxes.
- (c) A 20'x30' concession space must be reserved on the main floor for all shows. The precise location shall be determined by the General Manager, in the exercise of reasonable discretion.

## 11. COMPLIANCE WITH LAWS, GENERAL CONDITIONS AND THE PLANNERS INFORMATION GUIDE

Licensee shall comply with all federal, state and local laws, together with all rules and regulations of the Police and Fire Departments of the City of Spokane, General Conditions and the Planners Information Guide, located at <http://www.spokanecenter.com/planners-toc.php> (Available on CD or a printed version by request. Updates are posted on-line). Licensee shall be responsible for obtaining all necessary permits and licenses.

## 12. CARE OF THE PREMISES

- (a) Licensee shall, as directed by the District, take reasonable measures to preserve and protect the Premises and District equipment.
- (b) The District reserves the right to remove, in its sole discretion, from the Premises any person or persons causing a disturbance or damage to the Premises or District equipment.

## 13. INSURANCE

Insurance requirements are detailed on the attached **Exhibit C**. Licensee shall provide a Certificate of Insurance prior to the Event. Failure to submit the Certificate of Insurance may, at the discretion of the District, result in forfeiture of any deposit and/or cancellation of the Event.

## 14. INDEMNITY/WAIVER

- (a) Licensee shall indemnify and hold harmless the District, the City of Spokane, and their respective officers and employees, from and against all claims, injury, death, liability, loss, damage, cost or expenses (including reasonable attorney fees and judgments) suffered by any person or property in, upon or about the Premises as a result of acts, errors or omissions of the Licensee, its agents, employees or event patrons. Licensee shall not be responsible for (and such indemnity shall not apply to) liability, loss, damage, cost or expense arising out of the negligence or willful misconduct of the District, the City of Spokane or its officers or employees. Licensee further agrees to waive all claims against the District, the City of Spokane and their respective agents and employees on account of any loss, damage or injury from whatever cause that may occur to it or its property in connection with the use or occupancy of the Premises, except loss, damage or injury arising out of the District's negligence or willful misconduct. The indemnity and waiver provided in this section are part of the consideration for this Agreement.
- (b) The Licensee assumes full responsibility for equipment brought into or used in the Premises. Without limiting the obligations set forth in section (a) above, Licensee shall not engage in any act, promote or incite any behavior that results in damage or injury to or by event patrons and all persons admitted to the Premises by consent of Licensee.

## 15. INDUSTRIAL INSURANCE.

Licensee agrees that all its workers involved in the preparation for or presentation of the Event shall be considered to be employees or agents of the Licensee and shall not be considered employees or agents of the District for industrial insurance purposes. Licensee further agrees that in the event of a claim for industrial benefits against the District made by one of Licensee's employees, Licensee shall indemnify and hold harmless the District from any and all damages resulting there from. Licensee hereby waives its immunity under the State Industrial Insurance Act with respect to its duty to indemnify the District and the District agents and employees and assumes potential liability for actions brought by its employees against the District or the District's agents or employees.

## 16. FORCE MAJEURE

In the event of impossibility or impracticality of performance by the District (as reasonably determined by the General Manager) because the Premises or any part is destroyed, damaged or rendered unfit for occupancy; or the Premises become "Unavailable" (as defined below), then this Agreement shall be suspended and the District shall return to the Licensee any advance payment without further liability or obligation on either party. The term "Unavailable" means, as reasonably determined by the General Manager, remodeling or construction work affecting Licensee's use of the Premises, natural disaster, strike, civil disorder, terrorist activities, curtailment of transportation facilities, health epidemic, Acts of God, war, government regulations or order (such as a declaration of a "High" or "Severe" risk of terrorist attack by the U.S. Department of Homeland Security, issuance of a travel advisory for the location of the Premises) or any other comparable condition, making it inadvisable, illegal or impossible for the Licensee to perform its obligations hereunder.

**17. LICENSE; LICENSEE REMEDIES**

- (a) The parties understand this Agreement constitutes a revocable license. If at any time, in the judgment of the General Manager, the use of the Premises by Licensee is improper, illegal or unsafe, the Licensee shall either cease and desist from continuing such objectionable use(s) or surrender the Premises upon demand of the General Manager. Upon such circumstances Licensee shall not be relieved of any other obligation under this Agreement.
- (b) Recovery by the Licensee for reason of the District's unwillingness or inability to provide the Premises, for any reason, shall be limited to return of any advance deposit. Incidental or consequential damages shall be recoverable only up to the total amount of consideration actually paid by Licensee to the District under this Agreement.

**18. ADDITIONAL REMEDIES-DEFAULT; VACANCY**

- (a) The Licensee shall be in default of this Agreement upon: (i) a breach of any term or condition; (ii) a violation of any applicable law, ordinance, rule or regulation regarding use of the Premises; or (iii) ceasing to do business, becoming insolvent or bankrupt. In the event of default by the Licensee, the District may pursue any remedies available either at law or equity.
- (b) The District shall not exercise the remedies described above unless (i) it has given the Licensee written notice describing the default and (ii) Licensee has failed to cure or correct the default within a reasonable period of time but no later than two (2) business days following delivery of notice (unless an emergency exists in the reasonable discretion of the District).
- (c) The District may reenter the Premises and obtain possession. The District may re-license all or part of the Premises as the agent of the Licensee and receive the use fees and other payments associated therewith. Following default or vacancy, the District may remove Licensee's property from the Premises (at Licensee's expense).

**19. HOLDING OVER**

In the event of Licensee's failure to vacate and surrender the Premises in a timely manner, the District may assess and collect additional fees for the period of occupancy, including decorator in /decorator out or move in/move out times and remove from the Premises (at Licensee's expense) its property.

**20. ARBITRATION-ATTORNEY'S FEES**

- (a) All disputes related to or arising out of this contract, or breach thereof, shall be resolved by arbitration pursuant to RCW chapter 7.04A.
- (b) The prevailing party shall be entitled to costs and reasonable attorneys' fees.

**21. PLACE OF CONTRACT**

This Agreement is made in the State of Washington with the laws of the State of Washington governing construction or interpretation of this Agreement. Venue is Spokane County. Licensee consents to jurisdiction of the courts of the State of Washington.

**22. EFFECTIVE DATE**

This Agreement shall not be effective until first signed by the Licensee, and the General Manager or Chief Executive Officer.

**23. EXHIBITS TO THE AGREEMENT**

The following Exhibit(s) are attached hereto and are hereby incorporated into and made a part of this agreement:

- (a) Exhibit A (Event Staffing)
- (b) Exhibit B (Rental Package)
- (c) Exhibit C (Insurance Requirements)
- (d) Exhibit D (Addendum)
- (e) Exhibit E (Depiction of Premises)
- (f) Exhibit F (Food and Beverage)

The General Conditions and Regulations for use of the Spokane Convention Center, as contained in the Spokane Convention Center Planner's Information Guide (located at <http://www.spokanecenter.com/planners-toc.php>.) are incorporated into this Agreement.

IN WITNESS WHEREOF, the District; and the Licensee have executed this Agreement on the dates set forth below.

**SPOKANE PUBLIC FACILITIES DISTRICT:**  
720 West Mallon, Spokane, WA 99201

«Account\_Name»:  
«Account\_Address\_Line\_1»,«Account\_Address\_Line\_2»  
«Account\_City», «Account\_State» «Account\_Postal\_Code»

By \_\_\_\_\_  
JOHNNA BOXLEY, GENERAL MANAGER

By \_\_\_\_\_  
LICENSEE SIGNATURE

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

Print Name: \_\_\_\_\_

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

The signed Agreement along with required deposit(s) must be returned to the District no later than «Contract\_Due\_Date» or this Agreement is null and void and the Premises and fees will no longer be guaranteed.



# SPOKANE CONVENTION CENTER

## EXHIBIT A

**(For Event Staff/Ushering/Security services not included in basic pricing)**

(See Section #8 - Minimum Support Staff)

### EVENT STAFF/USHERING/SECURITY SERVICES (Four-hour minimum) Effective 01/01/12 through 12/31/12

Rates:

Ushers, Ticket Takers, etc.	\$ 16.76
Supervisor	20.12
Security	18.14
Peer Group Security	17.40

Hourly rates are subject to change, please check 30 days prior to your event.

Contact: Mark Williams  
Staff Pro  
Phone: (509) 279-7000

### STAGEHANDS AND TECHNICAL SERVICES PERSONNEL

Rates are available on request.

Arrangements may be made with the INB Performing Arts Center Stage Manager, (509) 279-7000; or with the Stagehands Union Business Agent, Pat Devereaux, (509) 999-5073.

**Arrangements for payment of minimum support personnel must be made in advance.**

### PRODUCTION EQUIPMENT – INB Performing Arts Center

All tickets for the seats in Rows AA, BB, and CC on the main floor of the INB Performing Arts Center will be held to accommodate the placement of road show consoles. These seats will not be released for sale until console placement is determined. Please call Johnna Boxley, or the Event Supervisor assigned to your event (509-279-7000) when you wish to have these seats put on sale.

All entertainment events using the INB Performing Arts Center house sound system will be charged a \$1,000.00 rental fee. Exclusions may apply at the discretion of the General Manager.

Use of the Road Show Console Location in the seating area of the INB Performing Arts Center will result in a \$200.00 charge. Review the INB Performing Arts Center Tech Sheet for more information.



# SPOKANE CONVENTION CENTER

## EXHIBIT C EVENT INSURANCE REQUIREMENTS

Licensee shall provide a Certificate of Insurance to the General Manager **concurrent with the signed Use Agreement**, as evidence of the following **minimum coverages/limits**:

- 1) Workers Compensation including Employer's Liability or Washington Employer's Stop-Gap Liability for a limit of not less than \$1,000,000.00 per occurrence (including disease).
- 2) Commercial or Comprehensive General Liability for a limit of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual Aggregate for Bodily Injury, Property Damage and Personal Injury, including:
  - a) Premises and Operations (including XC&U)
  - b) Products and Completed Operations
  - c) Personal Injury with Employment Exclusion deleted
  - d) Contractual Liability which specifically applies to the obligations within the Use Agreement
  - e) Broad Form Property Damage, including Completed Operations
  - f) Non-Owned and Hired Automobile Liability, unless provided under (3), below
  - g) **Additional Insureds to include: Spokane Public Facilities District and City of Spokane.**

If the form of coverage so certified is written on a Commercial General Liability Form, the General Policy Aggregate must be for limits of no less than \$2,000,000.00, Combined Bodily Injury/Property Damage, and including Products and Completed Operations.

If the General Liability coverage is provided in a Claims-made Form, the Retroactive Date shall predate this Use Agreement and the date of the event sponsored in the Spokane Center, or applicable Extended Reporting Period shall be no less than twelve (12) consecutive months from the event the date is held in the Spokane Center.

- 3) Commercial Auto Liability for limits of no less than \$1,000,000.00 Bodily Injury and Property Damage Combined per Occurrence.
  - a) Spokane Public Facilities District and the City of Spokane shall be named as Additional Insureds
  - b) Coverage to apply to Owned, Non-Owned and Hired Vehicles
- 4) Coverages are to be Certified on an Acord Form Certificate of Insurance or other acceptable proof of coverage and properly signed by the executing Agent or Broker.

Such coverage shall be primary and the Insurance maintained by the Additional Insureds shall be excess and non-contributory. Subject to Indemnification in Indemnity/Waiver Paragraph, found in your Use Agreement.

# CERTIFICATE OF COVERAGE



**EMPLOYER:** This official certificate of industrial insurance coverage is in lieu of a policy. It remains in effect until your account is officially closed. There is no limitation of benefits. You are required by law to post both this certificate and copies of the posters listed below. You will soon be receiving 1 copy of each. If you require additional copies, call Labor and Industries at 360-902-4817.

Insurance Services Division  
Employer Services

Department of Labor & Industries  
PO Box 44144  
Olympia WA 98504-4144  
www.LNI.wa.gov

- Job Safety and Health Protection (available in Spanish)
- Your Rights as a Worker/Family Care
- Notice to Employees

**WORKER:** The employer named below is an insured policyholder with the Washington State Industrial Insurance Trust Fund.

UBI\*:

Policy Effective Date

Location

Employer

# SAMPLE

\*Your Unified Business Identifier is the only number you need to discuss your business account with the Washington state departments of Revenue, Licensing, Employment Security, Labor and Industries and the Office of the Secretary of State. Other state licenses or registrations may be required for proper licensing of your business.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

AGENT OR BROKER NAME  
OF THE ENTITY WHO IS  
SIGNATOR OF THE USE AGREEMENT  
ADDRESS / PHONE NUMBER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED

MUST BE ENTITY WHO IS  
SIGNATOR TO THE USE AGREEMENT  
FOR THIS EVENT

INSURER A: NAME OF INSURANCE CARRIER

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA STOPGAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	POLICY NUMBER	POLICY DATE	POLICY DATE	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	POLICY NUMBER	POLICY DATE	POLICY DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ MEDICAL EXP (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	POLICY NUMBER	POLICY DATE	POLICY DATE	E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

AS RESPECTS: DESCRIBE EVENT AND DATE (S)  
THE SPOKANE PUBLIC FACILITIES DISTRICT AND THE CITY OF SPOKANE SHALL BE SHOWN AS ADDITIONAL INSUREDS, AS RESPECTS THIS EVENT

CERTIFICATE HOLDER

 ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

SPOKANE PUBLIC FACILITIES  
DISTRICT  
720 W. MALLON AVENUE  
SPOKANE, WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





# SPOKANE CONVENTION CENTER

## EXHIBIT D ADDENDUM TO THE USE AGREEMENT

The terms and conditions of this Addendum are incorporated into the terms and conditions of the Use Agreement, including all exhibits or other attachments thereto. In the event of any conflict between the terms, covenants and conditions of this Addendum and the terms, covenants and conditions of the Use Agreement, the terms, covenants and conditions of this Addendum shall supersede and be controlling. The Use Agreement shall remain in full force and effect in all other regards.

**NOTWITHSTANDING ANY OTHER PROVISIONS IN THE AGREEMENT OR IN THE USE AGREEMENT GENERAL CONDITIONS, THE FOLLOWING PARAGRAPH SHALL BE ADDED:**

**14(a)i INDEMNITY/WAIVER**

WSU and its officers, employees, agents, and registered volunteers, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Successful claims to pay legal liabilities and defense costs of the state resulting from tortious conduct of WSU and its employees, officers, agents, and registered volunteers in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Notwithstanding anything in this Agreement to the contrary, the extent of the liability WSU contractually assumes under this Agreement is limited to those risks for which WSU is covered by the State of Washington Self-Insurance Liability Program and the Tort Claims Act.

**24. LICENSE TO USE UNIVERSITY TRADEMARKS AND LOGOS:**

WSU hereby grants to District a non-exclusive, royalty-free, limited right and license to use WSU's name, trademarks and logos solely for the purposes of identifying WSU in District's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Use Agreement. District hereby grants to WSU a non-exclusive, royalty-free limited right and license to use District's name, trademarks and logo solely for the purpose of identifying District in WSU's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Use Agreement. Except for the limited licenses granted above, both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party in any manner whatsoever without first obtaining prior written approval from the other party. All rights not expressly granted herein are reserved by the parties.

**THE FOLLOWING PARAGRAPHS FROM THE USE AGREEMENT SHALL BE DELETED:**

**7. ADMISSION TAXES**

Admission Taxes are not applicable to this event

**10. CONCESSION RIGHTS**

- (b) Not applicable to this event
- (c) Not applicable to this event

**THE FOLLOWING PARAGRAPHS SHALL BE SUBSTITUTED IN PLACE OF THE ORIGINAL PROVISIONS IN THE USE AGREEMENT:**

**5. FEES/CONSIDERATION**

- (b) If Licensee fails to pay the use fee **within forty five (45) days** from the event date, Licensee shall pay, in addition to the use fee, a late charge of **one percent (1%)** per month, or portion thereof, of the outstanding fee due the District.

**6. RESERVATION FEE; LIQUIDATED DAMAGES FOR CANCELLATION**

- (a) The Licensee further agrees to pay the District, when requested, a non-refundable **Reservation Fee** of **and 00/100 Dollars (\$0.00)** in a form acceptable to the General Manager.
- (b) Said **Reservation Fee** shall be held by the District, without interest accruing, as a security fee to secure full performance of Licensee's obligations hereunder including payment of use fees, against potential damages to the Premises, incidental expenses and liquidated damages as provided hereafter.

**13. INSURANCE**

Washington State University is a state agency and, as such is self insured only for its own actions through the State of Washington. It shall maintain workers' compensation insurance covering all of its employees and shall provide a certificate of self-insurance to the Spokane Public Facilities District for all potential tort liability. In the event of an inconsistency between the insurance coverage under this provision and that of Exhibit C, as amended, this provision shall control.

**THE FOLLOWING EXHIBIT C – (EVENT INSURANCE REQUIREMENTS) SHALL BE SUBSTITUTED IN PLACE OF THE STANDARD EXHIBIT C TO THE USE AGREEMENT**

Licensee shall provide a Certificate of Insurance to the General Manager **concurrent with the signed Use Agreement**, as evidence of the following **minimum coverages/limits**:

- 1) Workers Compensation including Employer's Liability or Washington Employer's Stop-Gap Liability for a limit of not less than \$1,000,000.00 per occurrence (including disease).
- 2) Commercial General Liability for a limit of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual Aggregate for Bodily Injury, Property Damage and Personal Injury, including:
  - a) Operations (including XC&U)
  - b) Products and Completed Operations
  - c) Personal Injury with Employment Exclusion deleted
  - d) Broad Form Property Damage, including Completed Operations
  - e) Non-Owned and Hired Automobile Liability, unless provided under (3), below
  - f) **Additional Insureds** to include: **Spokane Public Facilities District** and **City of Spokane**.

If the form of coverage so certified is written on a Commercial General Liability Form, the General Policy Aggregate must be for limits of no less than \$2,000,000.00, Combined Bodily Injury/Property Damage, and including Products and Completed Operations.

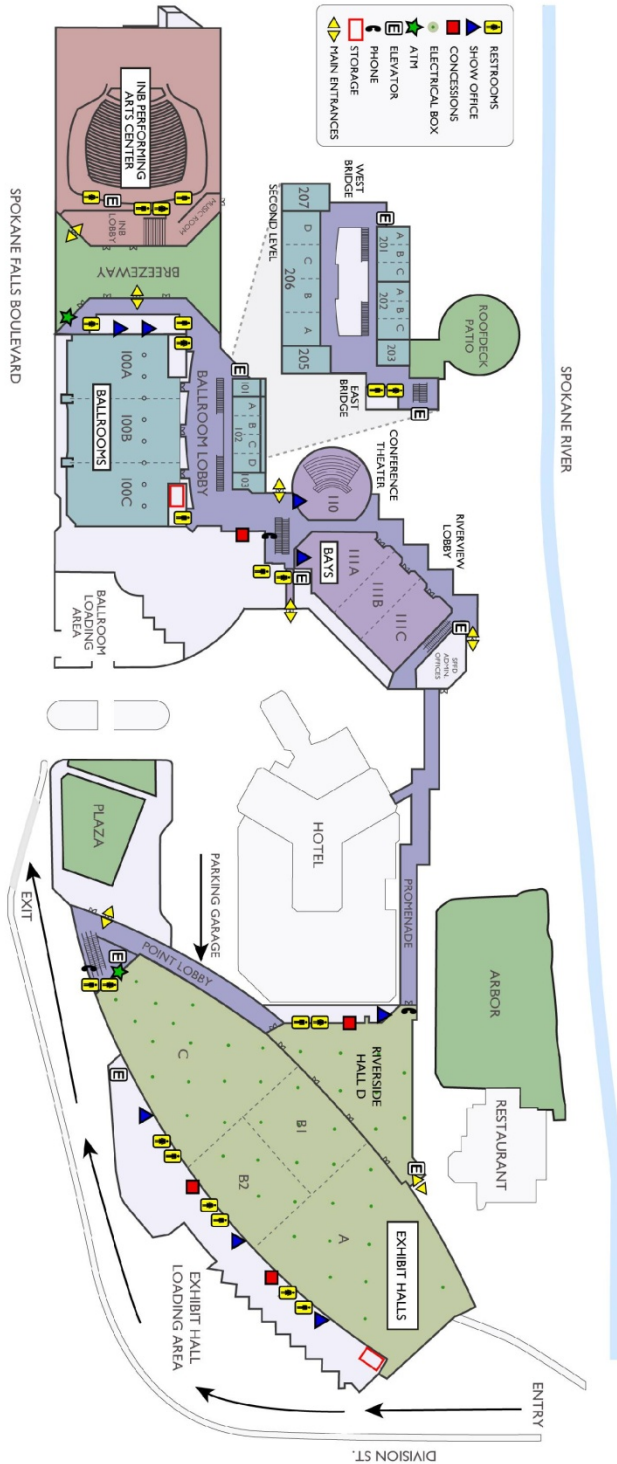
If the General Liability coverage is provided in a Claims-made Form, the Retroactive Date shall predate this Use Agreement and the date of the event sponsored in the Spokane Center, or applicable Extended Reporting Period shall be no less than twelve (12) consecutive months from the event the date is held in the Spokane Center.

- 3) Commercial Auto Liability for limits of no less than \$1,000,000.00 Bodily Injury and Property Damage Combined per Occurrence.
  - a) Spokane Public Facilities District and the City of Spokane shall be named as Additional Insureds
  - b) Coverage to apply to Owned, Non-Owned and Hired Vehicles
- 4) Coverages are to be certified on an Accord Form Certificate of Insurance or other acceptable proof of coverage and properly signed by the executing Agent or Broker.
- 5) Such coverage shall be subject to Indemnification in Section #14.
- 6) Washington State University is a state agency, and as such, is self-insured only for its own actions through the State of Washington's Self Insurance Liability Program.



# SPOKANE CONVENTION CENTER

## EXHIBIT E DEPICTION OF PREMISES



334 WEST SPOKANE FALLS BOULEVARD SPOKANE, WASHINGTON 99201 PHONE: 509.279.7000 FAX: 509.279.7050 WWW.SPOKANECENTER.COM

## EXHIBIT F - WSU FOOD AND BEVERAGE



### GENERAL INFORMATION

#### PLEASE TAKE THE TIME TO FAMILIARIZE YOURSELF WITH OUR POLICIES.

All functions are subject to the rules and regulations of Service America Corporation, d/b/a Centerplate, ("Centerplate"), and the conditions set forth below,

**FAILURE TO SIGN THE FOOD & BEVERAGE FUNCTION SHEET MAY RESULT IN THE ARRANGEMENTS BEING CANCELLED.**

#### EXCLUSIVITY

Centerplate maintains the exclusive right to provide all food and beverage in the Spokane Convention Center/Spokane Arena. All food and beverages, including water, must be purchased from Centerplate.

To confirm these arrangements, please sign, date and return this Agreement with your reservation fee no later than the date at the bottom of this contract. The reservation fee will be credited toward the total cost of the event(s), however, it (the reservation fee) will not be refunded in the event you cancel with less than forty-five (45) days' notice. Reservation fees may be presented as checks, wire transfers, money orders and cash and will not bear interest.

Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the event(s), unless and until Customer has returned a signed copy of this Agreement to Caterer and has paid the reservation fee to Caterer within the required time period.

#### Reservation Fee; Terms, Payment Schedule

(1) **Convention Related Business:** A 25 % reservation fee and signed Catering Services Agreement is due 45 days prior to the start of your event(s).

(2) The remaining balance will be due thirty (30) days after date of final invoice, after the event.

(3) Any additional amounts due Centerplate from the Customer will be based on the actual number of persons served and any variable and other charges payable pursuant to this Agreement or supporting BEO's and will be determined at the conclusion of the event(s). In the event that additional charges are incurred during the event(s), the adjusted remaining balance is required within thirty (30) days following the receipt of the Final Invoice. Customer will pay interest at the rate of 1.% (or, if lower, the maximum legal rate) from the due date of the invoice if not paid within thirty (30) days.

(4) Upon receipt of the Final Invoice after the Event, Customer shall, within seven (7) business days, advise Centerplate in writing of any discrepancies so that Centerplate may review and, if necessary, make any proper adjustments. Final payment for all undisputed Event charges shall be due and payable within thirty (30) days of Customer's receipt of Centerplate's invoice and shall not be unreasonably withheld pending resolution of disputed charges. Upon resolution of any disputed charges, Centerplate shall re-invoice the remaining charges to Customer and such charges shall be payable within thirty (30) days of Customer's receipt of the revised invoice.

(5) **For Social Events (non-convention related),** a 25% reservation fee and a signed Catering Services Agreement is due by (date). The remaining balance of payment is required after the event(s), thirty (30) days after date of final invoice by University check. Any additional amounts due Caterer from Customer based on any variable and other charges payable pursuant to this Agreement will be determined following the event(s). All such amounts shall be made payable after the event(s) conclusion, thirty (30) days after the date of invoice by University check.

(6) In the instance that the function(s) is cancelled within 45 days of the start of the Event, the reservation fee will not be returned. Full charges will be applied to cancellation of food and beverage services received within 72 hours prior to the start of the function.

#### I. CENTERPLATE'S SERVICES

Centerplate shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (collectively, the "Event"), which Event shall be held at the Spokane Convention Center/Spokane Arena (the "Facility") as described in the Banquet Event Orders ("BEO's") executed in furtherance of this Agreement and made a part hereof.

Caterer and Customer agree that the Customer may have additional personnel authorized to make decisions on behalf of the Organization's Event(s). The Customer is to inform the Caterer in writing who their authorized personnel are. To the extent Banquet Event Orders (BEOs) are created hereafter, once such BEOs are signed (inclusive of the Customer's authorized personnel) they shall be deemed to be part of, and are hereby incorporated into this Agreement, however no BEO will serve to contradict or modify the substantive contracting terms contained in this Agreement.

#### II. CHARGES FOR CATERING SERVICES

##### A. Per Person Charges.

If the BEOs provide for per person charges, Customer shall pay Centerplate for every person served at each Event at the per person charges specified on the BEO's provided. However, if the number of persons served at the event is less than the Guaranteed Attendance, the Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Caterer

reserves the right to count guests using a mutually agreed upon counting method for an event which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, the Customer shall pay the Guaranteed Attendance

#### B. Prices:

A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to reasonable make product substitutions based on specific commodity price increases.

#### C. Service Charges; Taxes; Additional Charges.

Customer shall pay to Centerplate:

- A 18 % service charge will apply to all food, beverage and labor charges.

- A service charge of 18% is added to your bill for this catered event/function (or comparable service). 40% of the total amount of this Service Charge is a "House" or "Administrative Charge" which is used to defray the cost of set up, break down, service and other house expenses. 60% of the total amount of this Service Charge is distributed to the employees providing the service as a gratuity. You are free, but not obligated to add or give an additional gratuity directly to your servers.

- Current state and local sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations.

- If the Customer is an entity claiming exemption from taxation in the State where the Facility is located, the Customer must deliver to Centerplate satisfactory evidence of such exemption thirty (30) days prior to the event in order to be relieved of its obligation to pay state and local sales taxes.

#### D. Guaranteed Attendance.

(1) The Customer shall notify Centerplate, not less than five (5) business days (excluding holidays and weekends) prior to the Event, the minimum number of persons that Customer guarantees will attend the Event (the "Guaranteed Attendance").

(2) There may be applicable charges for events with minimal attendance.

(3) The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.

(4) Centerplate will be prepared to serve five percent (5%) above the Guaranteed Attendance, up to a maximum of 30 meals (the Overage).

(5) If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.

(6) Should the guaranteed attendance increase or decrease by 33% or more from the original contracted number of guests, an additional charge of 20% may apply per guaranteed guest.

(7) If Customer fails to notify Centerplate of the Guaranteed Attendance within the time required, (a) Centerplate shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the BEO's, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

(8) Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Centerplate will make every attempt to accommodate such additional persons subject to product and staff availability. Customer will pay for such additional persons and/or la carte items at the same price per person or per item plus the service charge and local taxes.

#### E. Additional Services and Corresponding Fees

##### China Service.

In all carpeted (*Meeting Rooms and Ballrooms*), china service will automatically be used for all meal services, unless our high-grade and/or compostable disposable ware is requested.

All food and beverage events located in the Exhibit Hall or outside areas around the facility with the exception of plated meals, are accompanied by high-grade and/or compostable disposable ware. If china is preferred, the following fees will apply:

Breakfast, Lunch, Receptions and Dinners: \$2.00++ per person, per meal period.

Refreshment or Coffee Breaks: \$2.00++ per person, per break.

##### Linen Service.

Centerplate provides its in house linen for all meal functions with our complements. Additional linen fees will apply for specialty linens or linens required for meeting functions. Your Catering Sales Professional will be happy to offer suggestions for your consideration and quote corresponding linen fees.

##### Holiday Service.

There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year's Eve and Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

At the time of booking the event(s), Centerplate will notify the Customer of the estimated labor fees based on information supplied by the Customer.

##### Delayed or Extended Service.

On the day of your event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge will apply.

Should your Event require extended pre or post service or stand by time, often necessitated by high functions, an additional labor charge will apply.

##### Concession Service.

(1) Appropriate operation of Concession Outlets will occur during all show hours, starting ½ hour before doors open to the Event. Centerplate reserves the right to determine which Carts/Outlets are open for business and hours of operation pending the flow of business.

(2) For additional Concession Carts/Fixed Outlets, a minimum guarantee in sales is required per Cart/Outlet or Customer will be responsible for the difference in sales per Outlet/Cart.

#### Security.

At the discretion of the (Venue), in order to maintain adequate security measures, you may be required to provide security for certain. Security personnel will be at the Customer's sole expense. Please consult your Spokane Center/Arena Event Manager for details.

### III. MISCELLANEOUS PROVISIONS

#### A. Liquor Laws.

Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor any of the Customer's guests will provide or request Centerplate to provide alcoholic beverages to any minors or to any persons who, in the opinion of Centerplate, are intoxicated. Alcohol must be consumed in the designated areas. Centerplate reserves the right to suspend or stop alcohol service during an Event.

#### B. Changes in Service

The dates and times of service specified on the BEO's and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both the Customer and Centerplate. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.

#### C. Force Majeure

The performance of this Agreement by either party is subject to acts of God, acts of terrorism, war, civil unrest, substantial curtailment of the transportation industry, government authority, or any other emergency that makes it impossible, illegal or commercially unfeasible for Centerplate to provide the services or for Customer to hold the Event. Either party may terminate this Agreement, without penalty, for any one of the above reasons by serving written notice upon the other party. If the force majeure event occurs within fourteen (14) days of the Event dates(s), Customer shall pay to Centerplate a cancellation charge calculated to compensate Centerplate for its actual out-of-pocket product and labor costs incurred and documented, but only if the cancellation is based on Customer's inability to hold the Event, while Centerplate is ready, willing and able to perform.

#### D. Strike or Other Labor Dispute

(Include if your venue has a collective bargaining agreement in effect). In the event of any strikes, work stoppages or other labor disputes, actual or threatened, involving Centerplate employees, Centerplate shall promptly notify Customer. After consultation with Centerplate, Customer may cancel this Agreement upon written notice to Centerplate if, in Customer's reasonable judgment, such labor dispute may tend to materially disrupt or interfere with the use of the Facility or quality of service to be provided under this Agreement.

#### E. Dispute Resolution

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: each party to this Agreement shall appoint one member to the Dispute Panel, and the members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and 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. The parties shall equally share the costs, if any, for the services of the Dispute Panel.

#### F. Indemnification

To the extent permitted by law, each party to the Agreement shall indemnify, and hold harmless the other party and its officers, directors, agents, subcontractors and employees and each of them, from and against any and all demands, claims, actions or liabilities of whatsoever kind and nature, including judgments, interest and, fees, expenses and charges (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence in connection with the event(s). The terms of this section shall survive the termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, the extent of the liability WSU contractually assumes under this Agreement is limited in type and amount to those risks for which WSU is covered by the State of Washington Self-Insurance Program.

#### G. Insurance

If requested by the Customer at least ten (10) business days prior to the event(s), Centerplate agrees to provide a Certificate of Insurance. Centerplate shall not be obligated to provide insurance coverages greater than the coverages currently provided to the owner or manager of the Facility.

#### H. Meetings

Customer and Centerplate shall each designate a representative to meet as follows:

1. No later than seventy-two (72) hours before the start of the Event(s) to review BEO's, guarantees and any other necessary changes or business requirements.
2. On a daily basis during the Event(s) to review the previous day's services, verify charges and discuss upcoming services.
3. Within twenty four hours after the conclusion of the Event(s), to review and discuss all services provided at the Event(s) and final charges.

#### I. Authority

The person signing this Agreement on behalf of the Customer represents and warrants that he/she has full authority to legally bind the Customer on the date signing this Agreement. Each person signing this Agreement represents and warrants that their execution and delivery of this Agreement does not require the consent or approval of any other person, entity or governmental agency or authority.

**J. Assignment**

Customer may not assign this Agreement or any of the Customer's rights hereunder without the prior written consent of Centerplate.

**K. Binding Effect**

This Agreement shall be binding upon the parties hereto, and their respective permitted successors and assigns.

**L. Integration**

This Agreement states the entire agreement of the parties with regard to the matters described herein and supersedes all previous agreements, oral or written.

**M. Notices**

All notices required under this Agreement and the BEO's shall be given in writing and addressed as shown on the first page of this Agreement.

**N. Waiver**

The failure of either party to exercise any right or remedy under this Agreement on one or more occasions shall not constitute a waiver, express or implied, of such right or remedy, then or in the future, or otherwise constitute a precedent for any future conduct, actions, or inaction unless specifically stated in writing signed by the waiving party.

**O. Relationship of Parties**

Centerplate is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

**P. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law rules.

**Q. Counterparts**

This Agreement may be executed in one or more counterparts and each such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

**R. Modification**

No modification of any of the terms or conditions of this Agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement of such modification is sought.