



# WVC – RECREATION

## Rental 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-college sponsored events must include the name of the sponsoring organization and must not be structured so as to imply Wenatchee Valley College sponsorship. Use of WVC Logos is strictly prohibited without expressed written consent from the College.

### **Breach of Contract**

If the user has violated the terms of this agreement, or because participants or attendees have violated laws or college 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.

### **Deposits**

Community Organizations payments are due at the time your facility reservation request is approval. Full payment is required 5 days prior to event. Failure to provide the required items will result in loss of your requested rental time(s)/date(s). Washington State Agencies are exempt from making advanced payments.

### **Concessions and Catering**

The College reserves the right to provide all catering and concessions for events. The College 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 College. Should the College agree to waive its sole rights to provide concessions and catering, the user shall agree to pay such rates or fees the College shall determine for waiver of the College's exclusive rights as set forth herein. Please contact the Alley Café for more information.

- Alley Café, Email: [ttenant@wvc.edu](mailto:ttenant@wvc.edu), Tel: (509)264-7208

### **Alcohol**

User is responsible for complying with all laws of the United States and the City of Wenatchee concerning the consumption of alcoholic beverages on public property. If alcohol is being served at the approved event, the College has the right to require a College Safety Officer be present. The User shall be charged for assigned College Safety Officers for the duration of the user's event. The user must comply with the Wenatchee Valley College 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.

### **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.

### **Cancellation or Changes in Facility Requests -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. If cancelling, a 50% refund minus the processing fee will be issued if requested at least 7 days prior to the time of the rental. WVC Recreation applies a \$50 processing fee for all cancelled memberships, programs, and services. This process may take up to 2 weeks to complete.

### **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 Wenatchee Valley College 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 any alterations of any kind to the building or equipment with written consent from the Wenatchee Valley College 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 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 College to be disposed of or utilized at the College's sole discretion. Any expenses incurred to the College for the disposal/removal of abandoned property shall be the sole responsibility of the user, and will be charged to the final invoice.

### **Nondiscrimination**

Wenatchee Valley College is committed to a policy of equal opportunity in employment and student enrollment. All programs are free from discrimination and harassment against any person because of race, creed, color, national or ethnic origin, sex, sexual orientation, gender identity or expression, the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability, age, parental status or families with children, marital status, religion, genetic information, honorably discharged veteran or military status or any other prohibited basis per RCW 49.60.030, 040 and other federal and laws and regulations, or participation in the complaint process.

The following persons have been designated to handle inquiries regarding the non-discrimination policies and Title IX compliance for both the Wenatchee and Omak campuses:

- To report discrimination or harassment: Title IX Coordinator, Wenatchi Hall 2322M, (509) 682-6445, [title9@wvc.edu](mailto:title9@wvc.edu).



- To request disability accommodations: Student Access Coordinator, Wenatchi Hall 2133, (509) 682-6854, TTY/TTD: dial 711, [sas@wvc.edu](mailto:sas@wvc.edu).

**Release of Claims/Hold Harmless**

User expressly agrees to hold harmless, protect, reimburse, save and indemnify the College’s 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 there with and including the costs and expenses incurred by the college in establishing its rights to indemnification) for deaths or injuries to persons or for loss of or damage to property, including college 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 College’s negligence or the condition of the College’s facilities. In the event of any claims made or suits filed, the College 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.

**Civility Statement**

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

**I have read and agree to WVC Recreation's Terms and Conditions Agreement.**

Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_