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| F:\SHARE\Forms Transfers\Forms-latest PDFs and logos\CCS logos\CCS Sig stacked blk 1.5 PC.eps | | | | | Community Colleges of Spokane  VENDOR TABLE AND SPACE USE CONTRACT  Contract Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **WHEREAS, LICENSEE** requests a table and table space at the location and on the date identified below; and  **WHEREAS, COMMUNITY COLLEGES OF SPOKANE (COLLEGE)** represents that it has the requested space and table available for use by the LICENSEE;  **NOW, THEREFORE,** in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:  **LICENSEE:**  1. As indicated in the Specific Terms below, LICENSEE agrees to pay COLLEGE the standard rate for table space, one table, and one chair which is $21.00 per one (1) to four (4) hour use and $42.00 per four (4) to nine (9) hour use. For each additional table and chair use, LICENSEE agrees to pay COLLEGE $7.50 per four (4) hour use and $15.00 per nine (9) hour use. LICENSEE must at all times remain at its table while engaged in sales and promotional activities and may not approach or confront people. LICENSEE also agrees to pay any additional fees as indicated below. LICENSEE agrees to make payment to COLLEGE in advance of its use of college facility and property.  2. LICENSEE shall not offer any products for sale that have not been expressly approved in this Contract by COLLEGE in advance of sale. The following products or services are approved by COLLEGE for sale by LICENSEE: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3. LICENSEE agrees that LICENSEE’s rights under this Contract are non-assignable. Only the LICENSEE as named in this Contract shall use the table and space authorized by this Contract. LICENSEE shall not share table space with another vendor or organization not named in this Contract. LICENSEE agrees to comply with all rules, regulations, and policies of the COLLEGE, as a condition of use of the table and table space. This includes, but is not limited to, compliance with chapter 132Q-136 of the Washington Administrative Code regarding Use of District Facilities.  4. LICENSEE agrees to exercise the utmost care in the use of the College’s premises and property. LICENSEE further agrees that in consideration of the rights granted under this Contract and the minimal fee charged by the COLLEGE for the use of its facilities, that it forever releases the COLLEGE, its agents, employees or officers from all debts, claims, demands, damages, actions and causes of action whatsoever, which it may or may not hereafter have, as a result of its use of COLLEGE facilities under this contract. LICENSEE also agrees to reimburse COLLEGE for any damage arising from LICENSEE’S use of the COLLEGE’s facilities and property.  5. LICENSEE agrees, to the fullest extent permitted by law, indemnify, defend, and hold harmless the STATE OF WASHINGTON, the COLLEGE, and all of officials, agents, employees and officers of the STATE and COLLEGE, from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities covered under this contract, including any claims LICENSEE’S customers may have against LICENSEE. LICENSEE’S obligation to indemnify, defend, and hold harmless includes any claim by LICENSEE’S agents, employees, representatives, or any subcontractor or its employees.  6. LICENSEE certifies under penalty of perjury that by signing this agreement LICENSEE is in compliance with applicable laws related to business licensing requirements. If LICENSEE is to sell food items meant for human consumption, LICENSEE shall provide a copy of its Spokane Regional Health District permit.  7. LICENSEE agrees that COLLEGE may terminate this Contract at any time and refund to LICENSEE any payments made to COLLEGE, when COLLEGE deems such action necessary and in the best interests of COLLEGE. LICENSEE further agrees that if LICENSEE cancels the facility use specified in this contract, COLLEGE has the right to refund all or only part of payments received from LICENSEE depending on whether the contract is terminated before Licensee’s advance payment is fully expended.  8. LICENSEE agrees to comply with the applicable provisions of the Americans with Disabilities Act and all state and federal anti-discrimination laws.  9. LICENSEE agrees that LICENSEE and any agents, employees, or representatives of LICENSEE (hereinafter collectively referred to as “LICENSEE”) shall wear clean and presentable clothing, and operate with a high standard of integrity, and in a professional, business-like, and courteous manner. LICENSEE shall strive to provide high quality and personable services. LICENSEE is not an employee of the COLLEGE and will not hold itself out or claim to be an officer or employee of the COLLEGE, nor will the LICENSEE make any claim of right, privilege or benefit which would accrue to such employee under law.  10. LICENSEE agrees to leave the premises in the same condition as it was found in, to leave the table(s) and chair(s) in the same condition as was provided, and to remove any items and/or personal property which LICENSEE may bring to COLLEGE.  11. LICENSEE agrees to have available for immediate inspection by COLLEGE officials a copy of this Contract and any required permits or licenses.  **COLLEGE:** Agrees to provide facility space, tables, and chairs as described in “SPECIFIC CONTRACT TERMS” below.  **Entire Contract/Modification:** This Contract represents the entire Contract between the parties and may not be modified or amended except upon mutual written agreement of the parties.  **Jurisdiction:** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Spokane County.  **SPECIFIC CONTRACT TERMS (*The following provisions must be fully completed*):** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. LICENSEE Name: | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Address: | |  | | | | | | | | | | | | | | | | | City | |  | | | | | St |  | | | | Zip | | |  | |
| Phone: |  | | | | | | | | | | | | | | | | E-mail | | | |  | | | | | | | | | | | | | | |
| 1. Number of Tables | | |  | | | | | Number of Chairs | | | | | | | |  | | | | | | | | Location of Table | | | | |  | | | | | | |
| 1. Additional Fees Due (if any) | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. The terms of this Contract shall begin on | | | | | | | | | | | |  | | | | | | | | 20 | |  | and end on | |  | | | | | | | | 20 | |  |
| unless terminated earlier as provided in Section 7 above (**may be no longer than one (1) year**). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Check and complete one of the choices below: | | | | | | | | | | | | | | | | | | | | | | | | |  | | | | | | | | | | |
| The number of days in this term is | | | | | | | | | |  | | | | and number of hours per day during this term is | | | | | | | | | | | | | | | | | |  | | | |
| The number of days and hours is indefinite; Licensee shall pay in advance each day for hours intended to be used. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Payment due to COLLEGE | | | | | | $ | | | | | | | (For indefinite, write, “per section 1”) | | | | | | | | | | | | | | | | | | | | | | |
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| The undersigned certify that they have read and understand the terms and conditions of this Contract, that they are over the age of eighteen and competent to sign, and that they are a representative who is authorized to execute this Contract by providing their signature. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| **LICENSEE** | | | | | | | | |  | | **DATE** | | | |  | | | **COLLEGE** | | | | | | | | | |  | | **DATE** | | | | | |