

**Washington State Archives, DIGITAL ARCHIVES
CONFERENCE Room and Classrooms (2)
RENTAL/ USE AGREEMENT**

PURPOSE

This Agreement establishes the policies, terms, and conditions between the office of the Secretary of State, State Archives, Digital Archives ("DA") and [RENTOR'S/ Agencies NAME] to rent or to use the conference room or classrooms located in the Digital Archives Building located at 960 Washington Street, Cheney, WA 99004.

POLICIES

Conference Room or Classroom Rental/ USE

The conference room/ class rooms at the DA are provided as a free of charge service for use by State and Local Government Agencies. Nonprofit community groups or commercial organizations when not in use for DA affiliated or sponsored activities may rent the conference room or classrooms for a fee. DA reserves the right to restrict or deny usage (See below *Statement of Authority*). The conference room or classrooms are available for rental/use during the normal operating hours of DA, Monday – Friday from 8:00 am to 5:00pm.

Reservations for the DA conference rooms will be made in the following priority order:

- A. Secretary of State
- B. Other State Agencies
- C. Local Units of Government, County groups and other Quasi-Governmental Entities
- D. Nonprofit (rental fee applies)
- E. Commercial Organizations (rental fee applies)

A not for profit organization, also called a "non-profit," is an organization incorporated under state laws and approved by both the state's Secretary of State and its taxing authority as operating for educational, charitable, social, religious, civic or humanitarian purposes. Examples of nonprofit community groups include:

- Charitable Organizations
- Clubs and Associations
- Government and Government Sponsored Activities and Organizations
- Religious Groups or Groups with Religious Affiliations
- Societies
- Youth Organizations

Commercial organizations are defined as any group, individual, or corporate entity whose primary purpose is conducting business for profit. Examples of commercial groups include:

- Groups such as PartyLite, Avon, Tupperware
- Businesses such as banks, coffee shops, real estate agencies

Nonprofit community groups and commercial organizations will be charged a fee in the amount of \$150.00 for one-half day use. For rental of a conference room or classrooms for the full day, the fee will be in the amount of \$200.00. Fees include time for the group or individuals to set up and take down tables, chairs, other furniture, and equipment.

Pursuant to RCW 42.52.160, no state officer or state employee may employ or use any person, money, or property under the officer's or employee's official control or direction, or in his or her official custody, for the private benefit or gain of the officer, employee, or another.

STATEMENT OF AUTHORITY

Designated DA personnel shall have the authority to approve, renew, or reject requests for use of the conference rooms and facilities. Permission to use the DA conference room **will be denied** to any organization and/or meeting:

- whose purpose is illegal
- who charge a fee to attend the meeting or training
- who engage in commercial activities as part of the meeting for commercial monetary gain
- whose activity does not have adult sponsorship
- whose conduct would interfere with the proper functioning of the DA. Examples of such conduct would include activities that produce excessive noise or that would require the use of a significant portion of available public parking
- who fail to notify the DA of cancellations of meetings on two (2) or more occasions

- who fail to follow these policies, terms, and conditions

Permission will also be denied to individuals or groups wishing to book a conference room for parties, receptions, or other social events.

DA reserves the right to cancel when a DA affiliated or sponsored events occur. The DA personnel hold ultimate authority.

EQUIPMENT

Equipment not requested on the application form will not be available at the scheduled time of the meeting or event. If equipment requested on the application will not be available, every attempt will be made to notify the organization at least two (2) days prior to the scheduled event. Only the equipment listed on the application form is available. Assistance with non-DA equipment is not provided.

RESERVATIONS

Individuals and groups wishing to use a conference room may make advance booking for a **maximum of two (2) uses per month**. The conference room may be booked four (4) months in advance following the current month (for example, beginning on May 1st, a group could book the conference room for any time in June, July, August, or September). Exceptions may be made for classes offered to the public by government agencies.

Individuals and groups wishing to reserve a conference room should contact the DA at (509) 235-7500, Ext. 200. Reservations may be placed by telephone or in person. Reservations for a conference room must include time for the group or individual to set up and take down tables, chairs, other furniture, and equipment. A conference room application form must be filled out before the room is occupied.

All applicable fees must be paid at the time of the reservation.

For those groups using the conference room after the DA closes, an access card must be picked up at least one-half hour before the DA closes.

CANCELLATIONS AND REFUNDS

If a scheduled meeting is canceled, the applicant must inform DA **within one week** of the meeting or event. Failure to notify the DA within the requested time on two (2) or more occasions may result in loss of future conference room privileges. Notifying the DA of cancellations ensures that other groups or organizations have access to the meeting room.

When fees are charged for conference room use, refunds for cancellations will be issued when requested by the canceling organization or individual if cancelled in a timely manner as per the previous paragraph.

ENDORSEMENT

Use of the DA conference rooms does not constitute an endorsement by the Secretary of State, State Archives, of a program or expressed point of view.

No advertisement or announcement implying such endorsement is permitted. In order to establish the fact that the DA is not sponsoring the meeting, all publicity that uses the name of the DA **must include the following statement:**

“Sponsored by XYZ Neighborhood Guild” (name of the organization booking the conference room).

An organization may not use the name and address of the DA as its headquarters or as the official address of the organization. The organization may not use the DA's address or telephone number for registration or for information regarding the meeting or the organization.

Publicity for events conducted in the DA's conference rooms that are by organizations not connected with the DA should in no way imply or suggest DA sponsorship of the event.

HOUSEKEEPING PROCEDURES

- DA meeting room may be used no later than [ENTER TIME]
- DA staff cannot take telephone messages for individuals or groups using the conference room
- The capacity for the room(s) determined by the Fire Marshall will be observed at all times
- No alcoholic beverages may be served or consumed on DA property
- Smoking is not permitted in any State facility
- No open flames such as candles are permitted
- DA does not provide access to telephone lines
- Cooking and/or food preparation will not be allowed. DA does not provide coffee pots
- **Arrangement of furniture and setting-up of furniture is to be done by the group or persons using the room. Each organization and persons using the room shall be responsible for cleaning up and placing all tables, chairs, and other furniture in storage room(s) (if designated) before leaving or leaving the room as found or as requested by the DA staff. Costs for restoring condition of room will be billed at a minimum rate of \$50.00 an hour to organization or persons: for example, putting away chairs or cleaning coffee or food spills.**
- Groups or individuals must provide their own supplies such as paper, pencils, and markers
- Nothing may be affixed or mounted in any way to the walls of the conference room, except where tackable surfaces are provided
- The lobby areas of the DA are not to be considered a part of the conference room.
- Groups renting a conference room during the same time of another conference room meeting must not interfere with other groups' use by making excessive noise, blocking entrances, etc.

INSURANCE

The parties agree to carry insurance in amounts sufficient to protect themselves against any claims arising from activities conducted in DA conference rooms and to indemnify and defend each other as provided for in this Agreement. Upon request, each party shall provide a certificate evidencing such insurance to the other party.

DISASTER

Performance of this Agreement by either party is subject to acts of God, declared or undeclared war, government regulations, disaster, strikes, civil disorder curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities.

DISPUTES

When a dispute arises between DA and RENTOR, and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Secretary of State or designee, except as otherwise provided in this Agreement or otherwise provided for under the terms in 45 CFR 1183.36(b)(11) or (12), or 45 CFR 1183.43.

- (1) The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties. state the RENTOR's name, address, and Agreement number; and mail to the Secretary of State and the other party (respondent) within three (3) business days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the Secretary of State or designee and the requester within fifteen (15) business days.
3. The Secretary of State or designee shall review the written statements and reply in writing to both parties within ten (10) business days. The Secretary of State or designee may extend this period if necessary by notifying the parties.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this Agreement.

ASSURANCES

DA and RENTOR agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

ORDER OF PRECEDENCE

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Any other provision, term, or material incorporated by reference or otherwise incorporated

JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed and interpreted in accordance with those laws. The venue of any action brought hereunder shall be in the Superior Court for Thurston County.

AMERICAN WITH DISABILITIES

DA 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 in force at the time of the meeting.

ENTIRE AGREEMENT

Upon signing this Agreement, the parties affirm that all arrangements outlined in this Agreement and Application are approved and confirmed.

ACCEPTED:

RENTOR /Agency Date

Digital Archives Authorized Signature Date

APPROVED TO FORM
Attorney General's Office