



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:

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.

