



USE AGREEMENT
FOR UNIVERSITY ATHLETIC FACILITIES

THIS AGREEMENT (the “Agreement”) is between the UNIVERSITY OF WASHINGTON, an institution of higher education and an agency of the State of Washington (the "University") via its Department of Intercollegiate Athletics (“ICA”) and **Seattle College** ("User"). The University and User may collectively be referred to herein as the “Parties” and each individually as a “Party” as context requires.

WHEREAS, the University is the owner of athletic facilities operated and managed by ICA, and

WHEREAS, User seeks use of a facility to operate and host **Seattle College 2025 Graduation Ceremony** (the “Event”), and

WHEREAS, User and University desire to enter into this Agreement to facilitate the Event taking place at one or more of the ICA facilities described herein, and

NOW, THEREFORE, for and in consideration of User fees and in further consideration of the mutual promises, terms, and conditions hereof, the Parties hereby agree as follows:

- 1. Description of Premises and Facilities.** University hereby agrees to provide services and grant User the use of the premises and facilities as described in Exhibit A, attached hereto and incorporated herein (the “Premises”). User shall have no rights and the University shall have no obligation to provide services or access to facilities not specifically detailed within Exhibit A. The University reserves all rights not hereby explicitly granted to User herein.
- 2. Term of Usage.** Use of the Premises shall be provided only for the period of time described in Exhibit A. User shall have no rights and the University shall have no obligation to provide services or access to facilities beyond or in addition to the time periods detailed within Exhibit A.
- 3. Purposes.** The Premises are to be used for the Event and for no other purpose without the written consent of the University. Any use of the premises by any User, its employees, subcontractors, agents, guests, or invitees is not permitted without prior consent of the University.
- 4. User Fees.** User agrees to pay University the fees detailed in Exhibit B for the use of the Premises no later than seven (7) days preceding the Event. If the fees exceed \$1,000.00, User shall provide a deposit of 50% of such fees no later than thirty (30) days prior to the Event. If User fails to provide the deposit, this Agreement may be terminated by the University in its sole discretion.

In addition to such fees, User also agrees to pay University’s direct costs for the following services or expenses related to the Event or provided to the User by the University, as determined by the University in its sole discretion: maintenance/custodial services; event staff; security; audio/video services; and additional utilities costs upon receipt of an invoice from a utility provider.

Attached to this Agreement and incorporated herein is Exhibit B, a statement detailing the fees and costs associated with User’s use of the Premises pursuant to this Agreement and payable to the University by the User (the “Billing Statement”). Any additional services requested by the User after this Agreement has been executed shall be added to the Billing Statement. The University shall assess any costs to be added to the Billing Statement in its sole discretion, and shall notify the User in writing no later than thirty (30) days after the Event (unless the university is awaiting an applicable invoice from a utility

provider), or upon the termination of this Agreement, whichever occurs sooner, of such additional costs, if any. Such notice shall constitute a final invoice for fees and costs related to this Agreement, and payment by User shall be due upon receipt of the final invoice.

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- 5. Building Services.** The University shall be responsible for providing the Premises with the existing electric light and power, heat, water, and other utilities. Solid waste, recycling, and any additional utilities required or used by the User shall be charged to the User as additional direct costs as described in Section 4 (User Fees) above and included in the Billing Statement. All food and beverage materials used during the Event must be compostable and/or recyclable.
- 6. Care of Premises and Responsibility for Damages.** User shall not injure or mar or in any manner deface any part of the Premises, including but not limited to placing tape on walls or floors, driving or permitting to be driven nails, hooks, tacks or screws into any part of the buildings, structures, fields of stands, or making or allowing to be made any alterations or changes of any kind to the Premises without the prior written consent of the University. User shall be fully responsible for any damage to the Premises, as determined by the University in its sole discretion, caused by the User, its employees, subcontractors, agents, guests, or invitees. The University reserves the right to seek damages or recovery for any losses and/or damages to University property and/or premises during the User's use of Premises. The University will notify the User in writing no later than seven (7) days after the Event, or upon the termination of this Agreement, whichever is sooner, of any observed loss and/or damage.
- 7. Insurance.** User shall acquire, maintain, and provide the University with proof of general liability insurance with limits of not less than \$1 million per occurrence, including coverage for personal injury, property damage, contractual liability and, when the event is of an athletic nature, coverage for athletic participation. The policy shall name the University, including its employees, agents, and volunteers, as additional insured and shall contain a standard severability of interest clause. User's insurance shall be primary and noncontributory to any self-insurance fund or insurance policy available to the University. User shall deliver a certificate of insurance confirming such coverage to the University's Director of Risk Management, with a copy to the ICA Event Management office, no later than forty-five (45) days prior to the date of the Event or upon request. Such certificate shall provide that the University shall be given at least forty-five (45) days prior written notice should User's insurance policy be canceled before the policy's expiration date.

The University may waive any insurance requirement at its sole discretion.
- 8. Indemnification.** User shall defend, indemnify, and hold the University, its officials, students, agents, employees and volunteers harmless from and against all claims, liability, loss, and expense, including the costs of defense, which arise by reason of the acts or omissions of User, its directors, employees, agents, contractors, guests or invitees in connection with the performance of this Agreement, their use of the Premises, or related to the Event.
- 9. Risk and Security.** The User assumes all risk of damage to its property and/or the loss, by theft or otherwise, of any property of the User, its employees, contractors, guests, or invitees. No claim shall be made upon the University because of any such loss, unless such loss is caused by the University's gross negligence. The User shall be responsible for the provision of security related to this Agreement for any property brought onto the University or the Premises by the User, its employees, and/or its purveyors.
- 10. Fire Safety and Insurance Standards.** User shall not do or permit the doing of any acts in or upon

any portion of the Premises, or bring or keep therein or thereon anything which will in any way conflict with the conditions of any insurance policy upon the Premises, or property kept therein, or in any way increase the rate or invalidate any policy of fire insurance upon the Premises, or any property kept therein.

User shall not use oil, camphene, kerosene, naphtha, gasoline or any other burning fluids or any flammable gas for mechanical or other purposes, nor any agent other than electricity for illuminating the Premises, without the prior written consent of the University's Assistant Athletic Director for Facilities and Events.

User shall not use or allow the use of open flames or any fireworks of any kind within or upon the Premises, without specific prior written approval from ICA that includes the nature, timing, and location of the use.

11. Copyrighted Materials.

- a. Copyrighted Usage.** The User agrees to obtain all necessary licenses and take all other necessary steps to insure that all use of copyrighted materials in the Premises related to this Agreement, complies with United States and any other applicable copyright law.
- b. Indemnification.** In addition to any other indemnification agreement made between User and the University related to the Event, the User agrees to indemnify, hold harmless, and defend at its own expense the University, its officials, agents, students, and employees from any and all liability arising from copyright infringement and/or consequential damages that others may suffer as a result of the use of copyrighted materials in the Premises during the term of this Agreement.

12. Compliance with University Rules and Laws. User shall comply fully with all rules and regulations of the University for the government and management of the Premises, and with all Federal and State statutes and City ordinances now or hereafter in force in respect to the Premises and User's activities therein. If User's attention is called to any violation of University rules or statutes or ordinances by the University, User or User's employees, or by any person admitted by User to the Premises, User will immediately desist from and correct the violation.

13. Vacating of Premises. Upon termination or expiration of this Agreement, User shall return the Premises in the same condition as the time of commencement of any use related to this Agreement, except for normal wear and tear. Unless other arrangements are made with the ICA or the University, User shall remove all equipment, supplies and materials owned and controlled by User from the Premises (a) upon the termination or expiration of this Agreement, and (b) during any periods of time in-between permitted uses of the Premises as detailed by this Agreement. Unless such arrangements are made, the University shall have the right to remove, at the expense of User, any of User's effects remaining on the Premises after the expiration or termination of this Agreement; or, until such removal, the University shall have the right to charge and collect from User fees at the same rate per hour or day as is provided for use of the Premises in this Agreement. The University assumes no liability for the safekeeping of any items so remaining and reserves the right to sell or otherwise dispose of any such items seven (7) days after giving notice to User of the existence of such items. The University may charge reasonable storage fees for such items.

14. Assignment. User shall not assign this Agreement or permit any use of the Premises by any person(s) other than User or permit any use of the Premises other than herein specified, without the prior written consent of the University.

15. Cancellation. Either Party may cancel this Agreement, without penalty, by giving at least thirty (30)

days prior written notice to the other Party. In the event of such cancellation, the University shall refund any deposit or advance payment received from User less the expense of: (1) any work explicitly requested to be done by User, or (2) costs included in the Billing Statement already incurred by the University related to this Agreement. In event of a cancellation within thirty (30) days of the use contemplated herein, the University shall refund any deposit or advanced payment received from User less 5% of the deposited amount and the expense of: (1) any work explicitly requested to be done by the User, or (2) costs included in the Billing Statement already incurred by the University related to this Agreement.

The University reserves the right to cancel this Agreement with less than seven (7) days notice in the event that the User is not in compliance with any provisions within this Agreement.

Upon cancellation by the University or User, the University shall not be under any obligation to make the Premises available on any alternate date.

16. Force Majeure. Each party's failure to perform any of its obligations under this use agreement shall be excused if it is due to causes beyond the control and without the fault or negligence of the non-performing party, including but not limited to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.

17. Alcoholic Beverage. User shall not sell, give away or have in its possession any beer, wine, liquor, or other alcoholic beverages of any kind on the Premises, or permit such sale, gift or possession by its employees, contractors, agents, guests, or invitees, unless expressly approved in writing by the University and carried out in accordance with state laws and regulations.

18. Concessions and Merchandise. The University shall have the sole and exclusive right to sell any form of food or beverage consumed on the Premises unless a written exception is expressly granted by the University and its concessionaire. User shall not engage in the selling of any goods or merchandise on the Premises without the prior consent of the University.

19. Additional Terms.

a. Non-waiver. No failure of either Party to insist upon the strict performance of any provision of this Agreement shall be construed as depriving such Party of the right to insist on strict performance of such provision or any other provision in the future. No waiver by the University of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the University. No acceptance of fees, costs, or of any other payment by the University from User after any default by User shall constitute a waiver of any such default or any other default. Consent by either Party in any one instance shall not dispense with necessity of consent by such Party in any other instance.

b. Relationship of the Parties. This Agreement does not create, and shall not be construed as creating any agency, partnership, joint venture, employee/employer relationship, principal and agent relationship, or other form of joint enterprise between the Parties. The Parties hereto shall be and will remain independent parties.

c. Attorney's Fees. If an action be commenced to enforce any of the provisions of this Agreement, the prevailing Party shall, in addition to its other remedies, be entitled to recover its reasonable attorney's fees.

d. Captions and Construction. The captions in this agreement are for the convenience of the reader and are not to be considered in the interpretation of its terms.

- e. **Partial Invalidity.** If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances, other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- f. **Entire Agreement.** This document, including Exhibit A and Exhibit B, contains the entire and integrated Agreement of the Parties and may not modified expect in writing signed by both Parties.
- g. **Notices.** All notices, approvals, or other communications provided for, or given under, this Agreement, shall be in writing, and shall be deemed to have been duly given if sent by email or recognized overnight courier with written confirmation, to a Party at its address set forth below.

Notices to the University
Lily King
Program Coordinator, Special Events & Operations
206-574-8501
Lking11@uw.edu

Notices to the User
Barbara Childs
Barbara.Childs@seattlecolleges.edu

- h. **Governing Law and Jurisdiction.** This agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Washington. The Parties consent and submit to the exclusive jurisdiction of the federal and state courts of King County, Washington, in connection with the enforcement of this Agreement.
- i. **Counterparts.** This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both Parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each Party's designated signatory.

IN WITNESS WHEREOF, the University and the User have caused this Agreement to be executed by their duly authorized officers or representatives effective as of the latter of the two dates included under the signatures below.

University of Washington Business Office Use Only	
Signature:	<small>DocuSigned by:</small> <u>Julia Ramos</u> <small>3022001007750407</small>
Title:	Business Office Manager
Date:	2/11/2025

User	
Organization:	<u>Seattle Colleges</u>
Signature:	<u>Lisa Gacer</u> <small>Lisa Gacer (Feb 19, 2025 08:15 PST)</small>
Title:	<u>Senior Buyer</u>
Date:	<u>Feb 19, 2025</u>

Exhibit A

Facilities	Date(s)	Starting	Ending
Alaska Airlines Arena	Friday, 6/20/25	8:00 AM	11:59 PM

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Exhibit B - Billing Statement

**UNIVERSITY OF
WASHINGTON**

INVSEATTLECGRAD25

Invoice
 University of Washington Athletics
 Event Management
 Graves Hall, Box 354070
 3910 Montlake Blvd NE, Seattle, WA 98195-4070

DATE: February 10, 2025
INVOICE # INVSEATTLECGRAD25
FOR: Seattle College 2025
 Graduation Ceremony
EVENT DATE: June 20, 2025 8am-11:59pm

Bill To:
 Seattle College
 Barbara Childs
Barbara.Childs@seattlecolleges.edu

DESCRIPTION	AMOUNT
INVOICE	
Alaska Airlines Arena - Facility Rental Rate	\$ 12,500.00
*Ceremony 2	\$ 3,600.00
Founders Club - Venue Rental Rate	\$ 1,950.00
*Space for volunteers	
Conibear - Venue Rental Rate	\$ 4,000.00
*Space for private reception	
Event Staff (10 staff x 14 hours x \$35 per hour)	\$ 4,900.00
*Estimate	
Allied Staff (15 staff x 14 hours x \$40 per hour)	\$ 8,400.00
*Estimate	
Audio Staff (2 technicians x 14 hours x \$45 per hour)	\$ 1,260.00
*Estimate	
UWPD (2 staff x 14 hours x \$200 per hour)	\$ 5,600.00
*Estimate	
Parking (5 passes)	\$ 100.00
*Additional passes can be requested	
Jumbotron	\$ 1,000.00
*Estimate	
AVFactory	\$ 3,000.00
*Estimate	
TOTAL DUE	\$ 46,310.00

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Final Audit Report

2025-02-19

Created:	2025-02-19
By:	Lisa Gacer (lisa.gacer@seattlecolleges.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAACyuqiu2Pbhy0TmDJeOaWt3mg6dG1o5ew

"Complete_with_Docusign_ICA_Use_Agreement_-_S" History

-  Document created by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
2025-02-19 - 4:13:57 PM GMT- IP address: 168.156.106.9
-  Document emailed to Lisa Gacer (lisa.gacer@seattlecolleges.edu) for signature
2025-02-19 - 4:14:53 PM GMT
-  Email viewed by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
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-  Document e-signed by Lisa Gacer (lisa.gacer@seattlecolleges.edu)
Signature Date: 2025-02-19 - 4:15:24 PM GMT - Time Source: server- IP address: 168.156.106.9
-  Agreement completed.
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