# FACILITIES LICENSE AGREEMENT / FERNDALE



## Overview

WECU owns and operates offices including meeting rooms for its credit union activities and permits use of such offices and meeting rooms, free of charge, to local nonprofit organizations. Our not-for-profit, cooperative credit union is proud to support your work.

Reservations are booked on a first ask, first-served basis. WECU is unable to book a series of recurring events and to serve as many groups as possible, allows two uses per group, per month. Use(s) may not be booked more than 90-days in advance. Reservation requests must be submitted five days before the facilities' requested use. WECU reserves the right to turn down reservation requests from groups or organizations which could create controversy or friction among WECU Members. **Meetings are not open to the public and are not to be advertised as such.** 

### WECU grants access to use the premises as follows:

Location of Premises	WECU Ferndale Education Center
Address	5659 Barrett Road, Ferndale, WA 98248
Hours of Operation	Monday-Thursday: 9am-5:30pm
	Friday: 9am-6pm
	Saturday: 9am-1pm
	WECU Education Centers are closed for major holidays. Visit
	wecu.com/education-centers for more details.
	The facility is under alarm. Please do not enter or exit the building
	outside of the timeframe of your approved use.

#### **Features**

114 persons maximum by law • ADA-compliant • Onsite parking • WIFI • Restrooms • Tables: 15 rectangular • 100 meeting-style formed plastic chairs • Projection screen and projector • Kitchenette with refrigerator

#### Access

On the day of use, WECU Branch Staff will unlock the facility ensuring access.

#### Parking

It is required that Education Center users do not park in the first three rows nearest to the entrance. *Note: Those requiring handicapped parking are exempt from this requirement.* Please park at the back of the lot to leave the spaces closest to our building available to our members who are transacting business.

# WECU WIFI and technology resources:

- -Although it is WECU's intent to provide Wi-Fi for Ed Center users, it cannot be guaranteed.
- -WECU is unable to provide technical support; please plan to provide any tech support you may need for your event.
- -An HDMI cable allows use of the WECU projector, and an audio jack is available for use of speakers. Please bring any other technology that your event may need.
- -Please use WECU's Guest network and accept terms and conditions.

## **General Terms & Conditions**

- 1. <u>Terms of License</u>. This license shall be effective as of the dates and times described in the request submission. Licensee shall promptly vacate the premises at the end of the license term as other groups may have reserved the facility prior or shortly after.
- 2. Terms of Use. Licensee agrees that its use of the premises and facility is subject to the following terms and conditions:
  - A. Facility may not be used for "private" use such as anniversaries, birthday parties, or wedding receptions.
  - B. Licensee shall be responsible for any damages caused by the unauthorized use of such property or facility. Any misuse will be recorded and prohibit further use. If, upon entering or during use of the building, you find any

- offending conditions, faulty systems, or damaged furnishings, please notify WECU in writing by emailing grp.impact@wecu.com.
- C. Licensee shall comply with all WECU policies, rules and regulations.
- D. Licensee shall comply with all applicable municipal, county, state and federal law and regulations.
- E. Licensee shall place no signs or temporary structure on the premises without obtaining advance written approval from WECU. Any signs or temporary structures placed on the premises by Licensee shall be promptly removed at the end of license term.
- F. Licensee expressly acknowledges that the sale, possession, consumption and use of alcoholic beverages, tobacco, and illegal drugs are forbidden on all WECU premises.
- G. Sales or collection fees are prohibited.
- H. Animals (other than Service Animals) are not allowed inside the building.
- I. Do not put pins or tape on any of the walls.
- 3. Indemnity. As a condition of use of the Facilities, Licensee hereby expressly assumes all risks of its Activity and use of the premises and Facilities. WECU and its officers, directors, agents, members, and employees shall be free from all liability and claims for damages by reason of any injury allegedly sustained by any person or to any property that is in any way connected to Licensee's use of the premises. Licensee expressly agrees to defend, indemnify and hold harmless WECU, its officers, members, agents, and employees, from and against any and all actions, suits, demands, losses, claims and liabilities arising out of any such injuries or property loss, including attorneys' fees and all other costs of defending any claim.
- **4.** <u>Limitation of Liability/Insurance</u>. Licensee warrants that it carries general liability, medical, and property insurance in amounts enough to cover the risks and exposures resulting from its use of the premises pursuant to the terms of this Agreement. Licensor shall not be liable for any personal bodily injury or property damage caused by or sustained by Licensee or any guest or invite of Licensee that occurs from its use of the premises.
- 5. <u>Unforeseen Events.</u> WECU shall have no obligation to make its premises and facilities available to Licensee by reason of inclement weather, strike, illness, any act or order of public authority, or other unforeseen event beyond the control of the Credit Union. In such an event, WECU shall have no liability to Licensee.

#### 6. General Provision.

- A. WECU does not warrant or represent that the premises and facilities are safe and suitable for Licensee's purpose. Licensee expressly acknowledges for itself and for all persons who will be utilizing the premises and facilities in connection with Licensee's purposes that WECU is providing the premises and facilities on an "as is" basis.
- B. Assignment: This Agreement may not be assigned by either party.
- C. This License constitutes the entire Agreement between WECU and Licensee and there are no oral representations, warranties, and promises pertaining to this Agreement that are not contained in writing in this Agreement.

I/We will hold WECU harmless for the loss or damage of any item left on WECU premises.

I/We understand there will be a \$50 fee if the facility is not left in a clean state. I/We understand there will be a \$50 fee if an Alarm Call Out is made because of entering or exiting the facility outside the Hours of Operation.