

**WAC 132I-140-120 Basis of fee assessment.** (1) The basis for establishing and charging use fees reflects the college's assessment of the present market, the cost of operations, and the degree to which the proposed event advances the college's educational mission. Groups or organizations affiliated with the college should be permitted access to facilities at the lowest charge on the fee schedule which may include complimentary use. A current fee schedule is available at the conference services office.

(2) The college does not wish to compete with any private enterprise. Therefore individuals or groups not affiliated with the college shall be charged for facility use according to the fee schedule established by the board of trustees; provided that the president or his or her designee may grant a reduced rate when the presence of such individual or group advances the college's educational mission.

(3) Any individual or group desiring to rent college facilities shall sign a rental agreement. In the case of a group, an authorized representative of the group shall sign the rental agreement. By a group signing the agreement, the signatory specifies he or she has authority to enter into agreement on behalf of the group and if the group fails to pay the amount due, the signatory becomes responsible for all charges arising from the rental agreement. Any such charges may include an interest payment for overdue accounts as specified on the rental agreement but not less than one percent per month.

(4) The college reserves the right to require an advance deposit up to one hundred percent of the rental fee.

(5) The college reserves the right to make pricing changes without prior written notice.

(6) The primary purpose of college facilities is to serve the instructional programs of the college including, but not limited to, college events and activities. The board of trustees reserves the right to cancel any permit and refund any payments for use of college facilities and equipment if the group's use of college facilities and/or equipment would violate any federal, state, local law, or college law, regulation, or rule or when the planned use could subject the college to any unreasonable risk of liability.

(7) In the event of a cancellation of a facility use permit by the applicant, that group is liable for all college costs and expenses in preparing the college facility for its use.

(8) All admission charges must be approved by the college prior to issuance of a facility use permit.

(9) Individuals or groups using the college's facilities shall conduct all activities in accordance with all applicable local, state, and federal laws including the rules and regulations adopted by the college in Title 132I WAC and as specified in the rental agreement. The college assumes no responsibility for consequences of any act or omission of any third party. The individual or group is responsible for damages incurred by third parties (including invitees, licensees, guests, employees, and members of the group) during their possession of the premises. The college assumes no liability for damage or loss of personal property or equipment left in any rental space during or after the event. The individual or group assumes full responsibility for the conduct of its invitees, licensees, guests, patrons, members, employees, or third parties hired to provide services for the individual or group.

[Statutory Authority: Chapter 34.05 RCW et seq. and RCW 28B.50140 [28B.50.140] (10) and (13). WSR 14-21-063, § 132I-140-120, filed

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