



Cowiche Canyon Conservancy Commercial Site Use

Cowiche Canyon Conservancy receives requests for the use our sites to host a variety of events and uses for the purpose of income generation. Our sites are also used for commercial purposes without our permission or notification. CCC has adopted a commercial use policy and standard licensing contract regarding general restrictions and expectations regarding the use of our lands by others when generating income. We have direct and indirect costs associated with owning and managing our lands, and some form of reimbursement for impact through fees or permits is a standard practice for land trusts and recreational lands organizations.

Site Licensing Agreement for Commercial Use

(Name), known as "First Party," agrees to enter into this contract with Cowiche Canyon Conservancy (CCC), known as "Second Party" on (date) for (state purpose or name of event).

This agreement is based on the following provisions:

- 1) Fee: \$250 day use rental fee
- 2) Non-exclusive use right (we will not shut down our lands to the public)
- 3) CCC use rules apply. Please refer to attached brochure for list of rules.
- 4) No alteration of the physical environment
- 5) No off-trail use
- 6) Event insurance naming CCC as co-insured required
- 7) Indemnification clause "First Party agrees to indemnify, defend and hold the Second Party, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charges to or recoverable from any customer indemnitee, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of vendor, its officers, directors, agents, employees or subcontractors.
- 8) CCC controls the use of our logo, and must clear its use in advertising
- 9) Event plan to be reviewed and approved in advance

Invalidity or unenforceability of one or more provisions of this agreement shall not affect any other provision of this agreement. This agreement is subject to the laws and regulations of the state of Washington.

Signed:

(First Party Name)

(First Party Signature)

(Second Party Name)

(Second Party Signature)