

**UNIVERSITY OF OREGON
FACILITIES USE AGREEMENT
STANDARD TERMS AND CONDITIONS**

1. Contractor will limit Contractor's, its employees, agents, guests, members, and invitees activities to those activities expressly identified under Facilities Use section of the Contract. Contractor will not make any other use of the Facilities. Contractor and Contractor's employees, agents, guests, members, and invitees will be subject to the same rules and regulations, including the University's right to refuse continued admittance for failure of Contractor or its employees, agents, guests, members, and invitees to comply with University rules and regulations. It will be the sole responsibility of Contractor to provide the necessary supervision and instruction.
2. Contractor may not use or permit the use of any adhesive tape and candles in Facilities. If adhesive tape is required for the activity, Contractor may obtain information on an approved tape from University's representative. Contractor will be charged for removal of tape and residue, at cost, as well as any needed repairs to surfaces for failure to comply with this provision.
3. In the event an accident occurs in which potentially infectious materials such as blood are let, the contaminated area must be contained and secured. The Event Director must notify the University's representative immediately. University's representative will arrange for clean-up and Contractor will be responsible for any related cost.
4. Contractor accepts Facilities as is. University makes no representations as to the condition, quality, or suitability for a particular purpose of Facilities covered by this Contract.
5. Contractor understands and agrees that during the term of this Contract other events may be held in proximity to the Facilities, and Contractor will conduct its activities so as not to interfere with other's rightful use.
6. Contractor agrees to comply with all University policies applicable to Facilities Use. Without limiting the foregoing, University's grounds and premises are smoke and tobacco free. Contractor agrees neither Contractor nor any of Contractor's guests, invitees, employees or agents will smoke or use tobacco products while on University property. Alcohol will not be served except in compliance with University policy, procedure, and applicable state law.
7. Contractor will not admit a larger number of persons than can safely and freely move about in the Facilities. Resolution of issues regarding occupancy will be at University's sole discretion.
8. University reserves all rights not specifically granted to Contractor under the terms of this Contract, including but not limited to the sole right to sell or give away vehicle parking, flowers, refreshments, tobacco, candies, periodicals and other merchandise. Neither Contractor nor any affiliated or subordinate organization will engage in nor undertake the sale of any of the activities listed above or similar activities, services, or privileges on or near the Facilities included in this Contract, without the prior written consent of University.
9. If events beyond the reasonable control of the Parties, including but not limited to, acts of God, which make it impracticable, illegal, or impossible to perform as originally contracted under this Contract, the affected Party may terminate this Contract, without liability, upon written notice.
10. University may terminate this Contract, upon 10 days' written notice, to accommodate any Facilities renovation or remodeling. University further reserves the right to terminate this Contract at any time upon 30 days' written notice.

11. If Contractor wishes to cancel this Contract after it has been fully executed, Contractor will be subject to the cancellation fees/charges set forth in the Fee Use section of the Contract.

12. If Contractor is required to obtain liability insurance under the Insurance section of the Contract, Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds. Self-insured retentions may be acceptable in lieu of the above requirements. Any self-insured retentions must be declared to and approved by the University. University may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

If Contractor is required to obtain automobile insurance under the Insurance section of the Contract, Contractor will obtain commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 for each accident and \$2,000,000 aggregate for bodily Injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable

If insurance is required under the Contract, Contractor must provide proof of coverage in the form of a Certificate of Insurance, which proof must be received prior to Contractor's use of the Facilities. The "Description of Operations" must include, University as an additional insured, using the exact language as follows: "**State of Oregon, Board of Trustees of the University of Oregon, and the University of Oregon, their officers and employees**".

Contractor shall not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' prior written notice from the Contractor or insurer(s) to University.

In addition to the Certificate of Insurance, if requested by University, Contractor will provide an endorsement from the insuring company, naming University as additional insured using the exact language as follows: "**State of Oregon, Board of Trustees of the University of Oregon, and the University of Oregon, their officers and employees**" as additional insured.

13. No amendment, consent or waiver of terms of this Contract will bind either Party unless in writing and signed by all parties. Any such amendment, consent, or waiver will be effective only in the specific instance and for the specific purpose given.
14. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.
15. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to Facilities Use including laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap, and the provisions of the Americans with Disabilities Act, 42 U.S. Code 12100 et seq. Failure or neglect on the part of Contractor to comply with any or all such laws, ordinances, rules, and regulations will not relieve Contractor of these obligations nor of the requirements of this Contract.
16. Contractor agrees that if any default is made in the payment of Use Fee or if any default is made in any of the covenants or terms and conditions of this Contract, this Contract may be terminated at the option of University, and University may revoke the license granted under this Contract, remove all persons from the Facilities, and resort to any necessary legal proceedings. Contractor will pay the full amount of Use Fee under this Contract despite any

revocation of the license granted in this Contract.

17. Any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address for Party provided in the Contact Information section of the Agreement, or to such other addresses as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

18. To the extent permitted by Oregon law, Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, employees, invitees, or guests. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, employees, invitees, or guests under this Contract.

19. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors**

and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

20. Notwithstanding anything in Sections 18 and 19, this Contract is personal to Contractor, and Contractor will not subcontract, assign, sublet, seize by attachment or execution, nor transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. Any transfer voluntarily or involuntarily or by operation of law is null and void without prior written consent of University.

21. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

22. All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

23. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal, and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

24. University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

25. Each party has participated fully in the review and revision of this Contract and neither party shall be considered the

“drafter” for the purposes of any rule of construction that might cause any provision to be construed against the drafter of the Contract.

- 26.** Contractor hereby acknowledges that any information it discloses to University, any duty of the University to maintain the confidentiality of such information, or any duty of the University to destroy records upon completion of use, is subject to the provisions of the Oregon Public Records law.
- 27.** All attachments, addenda, schedules, and exhibits, which are referred to in this Contract, are incorporated in this Contract.