

## UNIVERSITY STANDARD TERMS AND CONDITIONS FOR USE OF UNIVERSITY SPACE

### 1. DEFINITIONS

(a) "Contract" means the entire written purchase order, contract, or agreement attached to these University Standard Terms and Conditions ("Standard Terms"), these Standard Terms, and any other contracts, agreements, sales quotations, order acknowledgements, or similar documents including terms and conditions incorporated in the Contract; (b) "ORS" means the Oregon Revised Statutes; "OAR" means Oregon Administrative Rules; "UCC" means Uniform Commercial Code; "USC" means United States Code; (c) "University" and "UO" each mean the University of Oregon, making the purchase pursuant to this Contract, and mean an Oregon Cooperative Procurement Program ("OrCPP") member if the purchase is being made under the State of Oregon's cooperative purchasing program authorized by ORS 190.240; (d) "Contractor" means the party named in Contract who has contracted for the use of the University's Facilities; (e) "Unsupervised Contact" with minor students means contact that provides the person opportunity and probability for personal communication or touch with students under the age of 18 when not under direct University supervision; and (f) University and Contractor are each a "Party" and collectively "Parties".

### 2. CONTROLLING TERMS

These Standard Terms shall govern the Contract between the Parties and replace and supersede any conflicting terms and conditions found in the Contract.

### 3. AUTHORIZED USE

Contractor will limit Contractor's activities and the activities of its employees, agents, guests, members, and invitees to those activities expressly identified as the Facilities Use in this Contract. Contractor will not make any other use of the Facilities.

### 4. CONDUCT

Contractor agrees to conduct the Facilities Use in an orderly manner in full compliance with applicable federal, state, or local laws, rules, regulations, ordinances, or guidelines or any University policy (found at <http://policies.uoregon.edu/>) ("Applicable Laws"), including, but not limited to any policy related to sexual harassment and sexual misconduct or any applicable law, regulation, order or University Policy related to COVID-19. Contractor and Contractor's employees, agents, guests, members, and invitees will be subject to Applicable Laws. University has the right to refuse continued admittance or remove any individual from University property for failure of Contractor or its employees, agents, guests, members, and invitees to comply with Applicable Laws. It will be the sole responsibility of Contractor to provide the necessary supervision and instruction. Contractor agrees to reimburse University for any costs incurred by University due to Contractor's failure to comply with this section.

### 5. SECURITY

In the event University determines security personnel are needed at any time during Contractor's scheduled Facilities Use, Contractor must provide all such security at its own cost. University will not be responsible for any costs or payments associated with hiring such security personnel.

### 6. DRUGS, TOBACCO

University's grounds and premises are smoke, tobacco, and drug free. Contractor agrees neither Contractor nor any of Contractor's guests, invitees, employees or agents will smoke, use tobacco, or use illegal drugs while on University property.

### 7. ALCOHOL

Alcohol will not be present, used, or served in the Facilities except in compliance with Applicable Laws. Contractor is solely responsible and liable for any Harm (as defined below) caused by Contractor or its employees, agents, guests, members, and invitees possessing, using, or serving alcohol on University property. Contractor will indemnify University with respect to the sale or service of alcohol on the same terms as set forth in Section 18 below. Alcohol must be possessed, used, sold, or served in compliance with Applicable Laws.

### 8. USE OF ADHESIVE TAPE

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.

### 9. HAZARDOUS MATERIALS

In the event an accident occurs involving potentially hazardous or infectious materials, including, for example, blood, 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.

#### 10. AS IS CONDITION

Contractor accepts Facilities "AS IS." University makes no representations or warranties as to the condition, quality, or suitability for a particular purpose of Facilities covered by this Contract.

#### 11. OTHERS' QUIET ENJOYMENT

Contractor understands and agrees that, during the term of this Contract, other events may be held in proximity to the Facilities. Contractor will conduct its activities so as not to interfere with others' right to quiet enjoyment of the University's other facilities.

#### 12. FACILITY CAPACITY

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.

#### 13. RESERVED RIGHTS (MERCHANDISING, ETC.)

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 provide parking, flowers, refreshments, candies, periodicals, and other merchandise. Neither Contractor nor any affiliated or subordinate organization will engage in nor undertake the sale of any of the items listed above or similar activities, services, or privileges on or near the Facilities included in this Contract, without the prior written consent of University.

#### 14. CANCELLATION BY CONTRACTOR

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

#### 15. CANCELLATION OR REASSIGNMENT OF SPACE BY UNIVERSITY

If for any reason the Facilities initially contracted are not available for the Contractor's Facilities Use, Contractor agrees that University may substitute the Facilities with another space of reasonably comparable quality which meets all of the requirements for the Contractor's intended Facilities Use. Otherwise, University may terminate this Contract to the extent permitted below.

#### 16. PAST DATES

Any dates that have occurred prior to the execution of this Agreement will be deemed to require action immediately after execution of this Agreement.

#### 17. LIMITATION OF LIABILITY

Contractor agrees that to the fullest extent permitted by law, University shall not be liable to Contractor for any special, indirect or consequential damages whatsoever, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of profits or revenue.

#### 18. INDEMNITY

Contractor assumes full responsibility for the conduct of and damages or losses caused by its employees, agents, guests, members, and invitees. Without limiting the foregoing, Contractor will be responsible for all damage to property, injury to persons, loss, expense, inconvenience, attorney's fees, and delay ("Harm") which may be caused by, or result from, any act or omission of Contractor, its subcontractors, officers, agents, employees, guests, members, or invitees. Contractor will defend, indemnify and hold University harmless, as well as University's governing board, trustees, directors, officers, agents, employees, and members, with respect to all claims, suits, and actions of any nature, or alleging Harm of any nature, resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, employees, guests, members, or invitees. The University has no obligation to and will not indemnify, defend, or hold Contractor harmless with respect to any act or omission, or any Harm resulting therefrom, of the University, its governing board, trustees, directors, officers, agents, employees, and members.

#### 19. INSURANCE

Contractor will secure at Contractor's expense and keep in effect during the term of this Contract either comprehensive general liability insurance with a broad form Commercial General Liability 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. Upon request by University, Contractor will secure at Contractor's own expense and keep in effect during the term of this Contract a Commercial Auto Liability insurance policy with a minimum combined single limit of \$1,000,000 per occurrence for each

accident and \$2,000,000 aggregate. Any requested insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. All liability insurance will be arranged on an "occurrence" basis. No insurance will be allowed on a "claims made" basis.

Upon request by University, Contractor must provide a Certificate of Insurance to University from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "State of Oregon, Board of Trustees to the University of Oregon, and University of Oregon, their respective officers, employees and members" as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30-days' written notice from Contractor or its insurer(s) to University, Purchasing and Contracting Services at the following address: 1600 Millrace Drive, Suite 306, Eugene, Oregon 97403.

## 20. PCI DSS COMPLIANCE

If, in the course of its engagement with University, Contractor has access to or will collect, access, use, store, process, dispose of, disclose, or otherwise influence the security of credit, debit or other payment cardholder information, Contractor shall, at its own cost and expense: (a) take responsibility for the security of said cardholder data PCI DSS Requirement 12.8.2); (b) on an annual basis, provide University with an Attestation of Compliance (AOC); (c) within seven (7) days, notify University if it falls out of compliance; (d) if it detects unauthorized access to cardholder data: (i) notify University within 24 hours and, (ii) comply with all applicable laws requiring notification, protection, and support of cardholders, (e) in the event it fails to comply with these provisions, indemnify, hold harmless, and defend University and its employee from any claims, damages or other harm related to its failure, as more specifically set forth in the Indemnity section of these Terms and Conditions.

## 21. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that (a) Contractor has the power and authority to enter into and perform this Contract; (b) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (c) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; and (d) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in Contractor's W-9, and if Contractor is an entity rather than an individual, that the entity named in this Contract is validly existing and in good standing.

## 22. TERMINATION

(a) University may terminate this Contract, upon 10 days' written notice, to accommodate any Facilities renovation or remodeling. (b) University may, at its sole discretion, terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may, at its sole discretion, terminate this Contract immediately upon determination that Contractor is in violation of Applicable Laws, the Facilities Use is a violation of Applicable Laws, or Contractor is using the Facilities for any purpose other than the Facilities Use.

## 23. SUBCONTRACTS AND ASSIGNMENTS

Notwithstanding any provision to the contrary, Contractor may not subcontract, assign, transfer, or any of its interest in this Contract or delegate its responsibilities without obtaining prior written approval from University, such consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void. This Contract will be binding upon and will inure to the benefit of the Parties and their respective authorized successors and assignees.

## 24. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

## 25. NOTICES

Except as otherwise expressly provided in this Contract, 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 or number as set forth in this Contract, or to such other addresses or numbers as either Party may indicate. Any communication or notice so addressed and mailed will be deemed to be received 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 supervising representative. Any communication or notice by personal delivery will be given when actually delivered.

#### 26. OREGON PUBLIC RECORDS LAW

Contractor hereby acknowledges this this Contract is subject to the requirements of Oregon public records law (ORS 192.410 – 192.505) and that information Contractor discloses to University may be subject to public disclosure. University is not in breach of any provision of the Contract if, according to the University's interpretation of public records law, it discloses or maintains records of any information provided by Contractor. In the event this Agreement calls for University to notify Contractor of a public records request related to this Contract, the time period for such notice will begin to accrue on the date at which the requesting party either agrees to pay any fees related to the request, or University waives said fees. Notwithstanding anything to the contrary in this Contract, University's notice to Contractor of such a public records request may be made via email.

#### 27. GOVERNING LAW; JURISDICTION; VENUE

This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively in the Circuit Court for Lane County for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities.

#### 28. SURVIVAL

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

#### 29. SEVERABILITY

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.

#### 30. NO THIRD PARTY BENEFICIARIES

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.

#### 31. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence under this Contract.

#### 32. FOREIGN CONTRACTOR

If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

#### 33. FORCE MAJEURE

Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of nature, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by the University, then the University is entitled to terminate the Contract.

#### 34. WAIVER

The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

#### 35. ATTACHMENTS

All attachments, addenda, schedules, and exhibits which are referred to in this Contract are incorporated in this Contract.

36. MERGER

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. 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.

37. USE OF UNIVERSITY'S PROPRIETARY MARKS AND INFORMATION

Contractor is not permitted to use the University's marks, logos, trade names or other proprietary information for marketing, advertising, or any other purpose other than performing the Contract without advance written approval by the University. All such uses must comply with University's Style and Grammar Guide and University's brand management strategy available at <https://brand.uoregon.edu/>.

38. AMBIGUITIES

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 this Contract.

39. CAPTIONS

The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.