

White Box Facilities Use Agreements Standard Terms & Conditions

1. Instructions. The Terms and Conditions set forth in this document apply only to Facilities Use Agreements entered into for events to be held at the White Box, 24 NW 1st Ave., Portland, Oregon. These terms and conditions may not be used in connection with any other agreement.
2. Definitions.
 - 2.1. "University" is the University of Oregon.
 - 2.2. "Event Sponsor" is the person or entity renting facilities from University for the purpose of hosting an event.
 - 2.3. "Third-Party Property" is any property not owned by University that is brought to the rented facilities for display, sale, or for any other purpose whatsoever related to the hosted event.
3. Insurance Coverage for Third-Party Property. If the Event Sponsor or owner elects to maintain his or her own insurance, the insurance policy must be issued by an insurance company authorized to do business in the State of Oregon and with an acceptable financial rating as determined by University. The standard minimum is 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. University must be supplied with a certificate of insurance naming the "the State Board of Higher Education acting by and through the University of Oregon" as additional insured or waiving subrogation against University for any liability in connection with the loaned property. University will accept no responsibility for any error or deficiency in information furnished to the Event Sponsor's insurers or for any lapses in coverage.
4. Third-Party Property. Attributes, dates and other information regarding the Third-Party Property provided by the Event Sponsor are for identification purposes only, and do not constitute agreement by University as to the attributes or value of the Third-Party Property.
5. Packing and Transportation. The following applies in the event University agrees to packing, transportation, and shipping arrangements:
 - 5.1. The Event Sponsor certifies that all Third-Party Property is in such condition as to withstand ordinary strains of packaging, transportation, and handling. The Event Sponsor will assure that the Third-Party Property is adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking.
 - 5.2. Prior to shipment, the Event Sponsor shall send a written report of the condition of the Third-Party Property to University. Otherwise, University may assume that the loaned object(s) are received in a condition identical to the condition of the Third-Party Property at the time they left the Event Sponsor's possession.
 - 5.3. Costs of transportation and packing will be borne by the Event Sponsor unless otherwise mutually agreed in writing.
 - 5.4. Third-Party Property will be returned in the same or similar packaging as received unless otherwise authorized by the Event Sponsor. However, if University believes that the Third-Party Property would be damaged if shipped back to the Event Sponsor in the original packaging materials, University may request that the Event Sponsor pay University's expenses (staff time, materials, and any other out-of-pocket costs) incurred in properly packing and/or shipping the loaned object(s). If within 14 days of University's request, the Event Sponsor does not agree to pay expenses, or the Event Sponsor does not pay expenses within 30 days of agreeing to do so, University may ship the Third-Party Property back to the Event Sponsor via the method originally requested by the Event Sponsor and the Event Sponsor is deemed to have waived any and all claims against University and/or its insurer for loss of or damage to the Third-Party Property.
 - 5.5. If the Property is to be returned, at the Event Sponsor's request, to any address other than that from which it is collected, the Event Sponsor shall pay any additional costs necessitated by the

change. University will release a loaned piece of art only to the owner identified on page one of the Agreement, unless the owner requests in writing that a piece be released to a different designated party. In the event of a change in ownership of the property during the term of this Agreement, University, in its sole discretion, may require appropriate proof of the receiving party's right receive the property.

6. **Compliance with Applicable Law.** Event Sponsor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the activities performed under this Agreement. Event Sponsor agrees to comply with all federal and state 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 the Event Sponsor to comply with any or all such laws, ordinances, rules, and regulations will not relieve the Event Sponsor of these obligations nor of the requirements of this Agreement.
7. **Relationship.** This Agreement is not intended and nothing contained herein will be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the University and Event Sponsor, but is rather an agreement between independent parties, these being the University and the Event Sponsor.
8. **Equal Employment Opportunity Notices.** **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 individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
9. **Assignment.** Notwithstanding anything in Section 8 or 17, this Agreement is personal to Event Sponsor, and Event Sponsor will not subcontract, assign, sublet or seize by attachment or execution nor in any manner transfer to any other person, firm or entity, either voluntarily or involuntarily or by operation of law or otherwise any or part of the rented facilities without the written consent of University.
10. **Non-Appropriation.** Event Sponsor understands and agrees that University's performance of its financial obligations under this Agreement after the last day of the current biennium is contingent upon University receiving from the Oregon Legislative Assembly (including but not limited to its Emergency Board) appropriations, limitations, or other expenditure authority sufficient to allow University, in the exercise of its reasonable administrative discretion, to perform its financial obligations under this Agreement.
11. **Representations and Warranties.** Event Sponsor represents and warrants that (1) Event Sponsor has the power and authority to enter into and perform this Contract; (2) The individual signing for Event Sponsor is authorized to execute this Contract on behalf of Event Sponsor ; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Event Sponsor , enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (5) Event Sponsor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Event Sponsor 's name, as it appears in this Contract, is Event Sponsor 's legal name, as it will appear in the Event Sponsor 's W-9, and if Event Sponsor is an entity rather than an individual, that the entity named in this Contract is validly existing and in good standing. Unless otherwise stated on the face of the PO, all Deliverables will be new and current model and will carry full manufacturer warranties. Event Sponsor warrants all

Deliverables delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties will run to University. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

12. Entire Agreement. This Agreement, together with all incorporated documents and exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications with respect to such subject matter. This Agreement shall not be modified except by a signed writing dated subsequent to the date of this Agreement and signed on behalf of Event Sponsor and University by their respective duly authorized representatives. The parties hereby acknowledge and agree that this Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.
13. Severability. The parties agree that if any term or provision of this Agreement 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, and the parties agree to attempt to substitute for any illegal, invalid, or unenforceable provision a valid or enforceable one, which achieves the economic, legal and commercial objectives of the invalid or unenforceable provision to the greatest extent possible.
14. Waiver. No waiver, consent, modification, or change of any term of this Agreement will bind either party unless the same is in writing and signed by both parties and all necessary approvals have been obtained. Such express waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose set forth in such signed writing. Failure of either party to enforce any provision of this Agreement will not constitute a waiver of the right to future enforcement of that or any other provision.
15. Headings. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
16. Successors in Interest. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties hereto, and their respective successors and assigns.
17. Smoke and Tobacco Free Campus. Event Sponsor acknowledges and agrees University's grounds and premises are smoke and tobacco free. Event Sponsor and Event Sponsor's employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.
18. Governing Law. This Agreement 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, suit or proceeding (collectively "claim") between Event Sponsor and University which arises from or relates to this Agreement will be brought and conducted solely and exclusively within the Circuit Court of Lane County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Event Sponsor, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts. Notwithstanding the foregoing, in no event will any part of this Agreement be construed as a waiver by the State of Oregon of its sovereign and governmental immunities or limits of liability enforceable in the courts of the State of Oregon.
19. No Third-Party Beneficiaries. University and Event Sponsor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement 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 herein and expressly described herein as intended beneficiaries.

20. Indemnification. Event Sponsor will save, indemnify, and hold harmless the State of Oregon, Board of Trustees of the University of Oregon, and the University of Oregon, their officers and employees, and members from all claims, suits, and actions of whatsoever nature resulting from or arising out of the acts or omissions of Event Sponsor, its officers, employees, agents, subcontractors, or members acting under this Agreement.
21. Except for that caused by gross negligence or intentional misconduct, the Event Sponsor releases and forever discharges the State of Oregon, Board of Trustees of the University of Oregon, and the University of Oregon, their officers and employees, successors and assigns of and from any and all liability, claims, demands, costs, attorney fees, expenses, or damages of any kind known or unknown which Event Sponsor may have, now or in the future, which are in any way related to the Third-Party Property.
22. Non-Use of Names and Trademarks. Event Sponsor may, with University's prior approval, use UO names, trade names, and trademarks or other designations (including contraction, abbreviation or simulation) for the limited purposes only of advertising, publicity, promotional activities related to the event.
23. Responsibility for Damages. Event Sponsor will be responsible for all damages to Third-Party Property, property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act, omission, or neglect of the Event Sponsor, its officers, employees, agents, members or invitees. University assumes no responsibility whatsoever for any property of Event Sponsor placed in Facilities, and University is hereby expressly relieved and discharged from any and all liabilities for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of Facilities or any part thereof under this Agreement. All watchmen or other protective service desired by Event Sponsor must be arranged for by special agreement with University.
24. Default. Event Sponsor agrees that if any default is made in the payment of rent or if any default is made in any of the covenants or agreements herein contained, this Agreement may be terminated at the option of University, and White Box may re-enter the said premises and hold the same, remove all persons therefrom and resort to any legal proceedings to obtain such possession and Event Sponsor will, notwithstanding such re-entry, pay the full amount of said rental herein agreed to be paid.
25. Open Flame and Candles. The use of candles or other open flames in the Facilities is strictly prohibited.
26. Access To Records. Event Sponsor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Event Sponsor for the purpose of determining compliance with this Contract. Event Sponsor will retain all such records, for a minimum of three (3) years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.
27. Conflict Of Interest. Event Sponsor 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 Event Sponsor's full performance of this Contract. Event Sponsor also covenants that in the performance of this Contract no person having any such interest will be employed. Event Sponsor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.
28. Time Is Of The Essence. Event Sponsor agrees that time is of the essence under this Contract.

29. Overdue Account Charges. Payment of overdue account charges by University will be subject to OAR 580-061-0050.
30. Foreign Contractor. If the Event Sponsor is not domiciled or registered to do business in the State of Oregon, Event Sponsor 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. Event Sponsor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
31. Force Majeure. Neither University nor Event Sponsor will be held responsible for delay or default caused by fire, riot, acts of god, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, the University or Event Sponsor's reasonable control. Event Sponsor 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.
32. Attachments. All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.