

Facilities License Agreement – Additional Terms of Use



1. GENERAL GUIDELINES.

- 1.1 **FUNDRAISING.** Reed does not allow groups or external organizations to hold fundraisers at Reed, including, without limitation, raffles, silent auctions, oral auctions, fundraising dinners, and other fundraising events. Notwithstanding the foregoing, Reed may permit fundraising in the context of another event such as a performance or lecture. Fundraising may not be the primary mission of the Event. Licensee must request prior approval for any fundraising in writing (directed to Reed's Conference & Events Planning office), and no fundraising shall be conducted without the prior written approval of Reed.
- 1.2 **SECURITY.** Licensee is responsible for notifying Reed of any security concerns associated with any speaker, performer, or event. Licensee is responsible for any additional costs associated with securing the Event, as determined by Reed.
- 1.3 **ATTENDEE MANAGEMENT.** Licensee is solely responsible for managing its attendees. Licensee and its attendees are solely responsible for their actions.
- 1.4 **EMERGENCY PROCEDURES.** Licensee shall be prepared to handle emergencies. Licensee shall have an emergency plan and shall have personnel trained to handle emergencies.
 - (a) Licensee shall announce exits and assembly points prior to sessions at the Event.
 - (b) Licensee shall collect emergency contact information from each attendee. Licensee shall attend a pre-Event meeting with Reed to review emergency procedures. Licensee shall provide Reed with a cell phone number for Licensee's on-site coordinator.
 - (c) Licensee shall be able to count and account for attendees in the event of an emergency.
 - (d) In the event of an emergency, if phones are working, Reed will use reasonable efforts to operate a phone hotline to disseminate information.

2. FACILITY GUIDELINES.

- 2.1 **CLEANING.** Reed will keep restrooms and lounges clean and equipped with necessary items. Reed will not be responsible for cleaning individual rooms. If excessive cleaning is required in the restrooms, lounges, individual rooms, or other meeting rooms and outside areas due to Licensee's use, Licensee will be charged accordingly.
- 2.2 **PHYSICAL MODIFICATION.** Any physical modification of the Facilities or the Premises requested by Licensee requires approval at the sole discretion of Reed, and Licensee shall be responsible for any related fees incurred, including paying for Reed staff time at the then-current rate.
 - 2.2.1 Remodeling or renovating rooms or furniture, removing or adding furniture, or tampering with electrical, mechanical, or telephone fixtures or with windows is not allowed without written authorization from Reed's Conference & Events Planning office.
 - 2.2.2 If alterations have been authorized, Licensee agrees to return all Facilities to their original condition. Licensee will be charged at Reed's then-current rate for all labor and additional costs for materials to return the Facilities to their original condition.

- 2.3 ATTACHMENT DEVICES.** Tape, nails, screws, glue, and other hanging and attachment devices are prohibited on Facility walls. Initial questions about appropriate room use should be referred to Reed staff. The only tape adhesive permitted is blue painters' tape. Reed reserves the right to take down any signs hung with prohibited attachment devices. Any damage resulting from the use of incorrect adhesive will be charged to Licensee at Reed's then-current rate for staff time.
- 2.4 OUTSIDE A/V SERVICES.** If Licensee uses outside A/V services, Licensee shall pay Reed at Reed's then-current rates for staff time in working with the outside vendor.
- 2.5 SOUND SYSTEM.** Licensee shall not interface a sound system with the existing system in the Kaul Auditorium. Unless otherwise agreed by Reed in writing, Reed's media personnel are the only technicians allowed to operate the sound system and/or lights in the Kaul Auditorium.
- 2.6 LICENSEE A/V EQUIPMENT.** Licensee may bring its own A/V equipment for use. If assistance is required to operate and/or repair Licensee's A/V equipment, Licensee shall pay Reed at Reed's then-current rates for staff time. Licensee assumes responsibility to ensure such equipment is compatible with the Facility.
- 2.7 PERFORMANCE INFORMATION.** Licensee shall provide information about performance, performers, program, ticket outlets, and ticket prices to Reed staff at least thirty (30) days prior to the Event to enable Reed to respond to inquiries.
- 2.8 FACILITY CAPACITY.** In no event shall tickets be sold or dispensed in excess of the seating capacity of each room. Licensee shall not admit to the Facilities a larger number of persons than can safely and freely move about in said areas. Licensee will permit no chairs or movable seats to be or remain in any passageway and will keep all passageways clear at all times; no portion of the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets, or ways of access to public utilities of said building shall be obstructed by Licensee or used for any purpose other than for ingress to and egress from said building or the Facility.
- 2.9 FIRE AND SAFETY.** Maximum capacity shall be obeyed, based on Fire Marshal regulations. Licensee agrees to adhere to all fire and safety regulations as established by the Fire Marshal, law enforcement agencies, and local, state, and federal governments. Candles and incense are prohibited.
- 2.10 TICKETING.** Box office and Facilities may be used by Licensee for the purpose of selling tickets on the day of the Event. In accordance with payment card industry compliancy, Reed computers located in the box office are not available for use. Reed is not responsible for collection and disbursement of funds for the Event. In no circumstance shall tickets be sold or dispensed in excess of the projected seating capacity. At Reed's request, Licensee shall provide Reed with access to supporting documents in order to audit Licensee's computation of gross gate receipts within thirty (30) days of the completion of the Event.
- 2.11 TENTS AND RENTAL EQUIPMENT.** All equipment rented from an outside contractor, including tents, shall be approved by Reed. Licensee is required to obtain all applicable permits.
- 2.12 ELECTRICAL REQUIREMENTS.** Any additional electrical power or lights, other than house lights, required by Licensee shall be paid for by Licensee. All electrical connections shall be retained by Licensee and approved by Reed. Using multiple plugs, including, without limitation, twin sockets, cube taps, or daisy-chaining, is prohibited. Any such connection shall be rewired by the electrical contractor to conform to fire regulations, and any such changes shall be charged to Licensee. Equipment and services under this Agreement shall comply with all applicable codes, ordinances, and statutes of the City of Portland and the State of Oregon.
- 2.13 WATER.** Reed shall furnish water by means of the appliances installed for ordinary toilet or janitorial purpose, but for no other purpose, unless otherwise specifically provided for in this Agreement. Water apparatus shall not be used for any purpose other than those for which they are constructed, and no rubbish, rags, paper, or other unauthorized substances shall be thrown therein. Any damage to apparatus on account of misuse of any nature shall be paid for by Licensee.

2.14 DISABILITY ACCOMMODATIONS. Licensee agrees to provide all appropriate disability accommodations required by state and federal laws at Licensee's sole expense.

3. PERFORMING ARTS EVENT GUIDELINES.

- 3.1 USHERS AND SECURITY.** Ushers and/or security personnel are required and will be determined by Reed for all Events. Reed reserves the right to determine the number required for the Event as well as the type. The number required shall be based upon the size of the crowd expected and nature of the Event.
- 3.2 STAFFING.** Reed shall have the right to determine the number of admissions control personnel required during the Event covered in this Agreement, and Licensee shall bear all expense incurred in providing such personnel. Admissions control personnel shall include, but not be limited to, ticket takers, ushers, security personnel, and building manager.
- 3.3 STAGE MANAGER.** A stage manager is required one hour prior to show time and until load-out is completed for all performing arts events in Kaul Auditorium, and may be required at load-in, depending on the event.
- 3.4 LIGHTING.** When special lighting design is needed, Reed will provide a trained lighting technician to work with Licensee to design the lighting plot and hang lights. Technician's time will be billed to the Event. If additional student technicians are required in order to execute the audio-visual needs as requested by Licensee, Licensee will be billed for the additional staff time.
- 3.5 MEDIA.** Arrangements for media passes and reserved seats for the Event are the responsibility of Licensee. Information about these arrangements shall be coordinated with Reed at least two (2) weeks prior to the Event.
- 3.6 CONTRACTS WITH PERFORMERS.** Licensee represents and warrants that it has a valid and properly executed contract with each performer who will perform at the Event, and that the contract is in all respects consistent with this Agreement. Upon request, Licensee shall submit to Reed a copy of said contract.

4. WEDDING & MEMORIAL GUIDELINES.

- 4.1 RAIN LOCATION POLICY:** All outdoor events must have an indoor backup venue reserved. The rental fee will be based on the greater of the two rental fees, no matter which one is used. Additional setup fees will be added if Reed is not notified of a change of venue before setup has begun.
- 4.2 FLOWERS, DECORATIONS, CANDLES, SIGNS:** By prearrangement, Licensee's florist or decorators may decorate at any time on the day of the ceremony. Decorating immediately after the rehearsal is allowed only through prior arrangement. Only hurricane lamps and votive candles are allowed; no open flame candles are permitted. All decorations, signs, and flowers must be removed immediately following the ceremony. The use of tape, tacks, or nails in the chapel is not allowed. Plastic florist clips may be used on pews.
- 4.3 PARKING:** Please use campus parking lots: the east lot off Woodstock Blvd., the west lot off 28th Ave., and the north lot off Steele St. Deliveries and those with trouble walking may be dropped off in front of Eliot Hall; cars remaining on the sidewalk, however, may be towed.
- 4.4 COMMUNITY SAFETY:** Community safety officers will unlock and lock campus facilities at the times Licensee designates. Officers are on duty 24 hours a day, every day. To reach them from a campus phone, dial 0, or if an emergency, dial 7533. From off campus, call 503-771-1112, ext. 0. Their office is located in the 28 West building on 28th Street.
- 4.5 GENERAL INFORMATION:**
- (a) Reed's custodial staff does not work weekends, when most weddings occur, so facilities will be cleaned and set up on Friday.

- (b) Facilities are rented “as is.” Rental fees include normal cleaning before and after Licensee’s use, with any non-routine cleaning costs (at \$35 per hour) passed on to Licensee.
- (c) Most offices on campus, including the Conference and Events Planning (CEP) office, close at noon on Fridays during the summer. Therefore, any last-minute requests must be made by 10 a.m. on Friday.
- (d) Licensee should plan to bring a mirror from home if using a classroom or dorm for dressing. We only have mirrors in restrooms.
- (e) Birdseed is allowed; rice and metal confetti are not.
- (f) The campus is rented out to a variety of groups for youth camps, conferences, festivals, and other events.
- (g) Licensee should be aware that Licensee’s event may not be the only one on campus.
- (h) Licensee must be considerate of both Reed and the surrounding neighborhood.
- (i) After 10 p.m. the following noise restrictions shall be observed:
 - Organized group activities will not be allowed outside that use synchronized verbal commands or responses (spontaneous cheering is allowed).
 - No amplified sound systems will be operated outside buildings or enclosed areas.
 - All windows and doors shall be closed in buildings when music is being amplified for organized group events.

5. FIELD USE GUIDELINES.

- 5.1 All use of Reed fields is subject to the approval of Reed’s Grounds Department and Reed’s Conference & Events office. If Licensee contracts for use of a field, the terms set forth in this Section shall apply.
- 5.2 Licensee will be given use of one additional field for each field that is rented. Licensee is required to rotate fields every day, according to a schedule agreed upon with Reed.
- 5.3 Licensee is required to rotate goals around the field every day.
- 5.4 Licensee shall provide all equipment and field lining.
- 5.5 All field use and times shall be approved by Reed.
- 5.6 Licensee may use the fields only during the times specified in this Agreement.

6. COMPUTER, INTERNET, AND PHONE NEEDS.

- 6.1 Most meeting rooms feature phone lines and wired internet connectivity. Reed also offers wireless internet connection. To obtain access, make arrangements with Reed thirty (30) days prior to the Event.
- 6.2 Access to the campus network requires acceptance of the terms of the Reed Computer User Agreement, located at http://www.reed.edu/cis/policies/user_agreement.html. Any violation of the user agreement (e.g., illegal downloading or sharing of copyrighted materials) will result in immediate network access termination.
- 6.3 Phones are available for some meeting rooms upon request. Licensee shall make arrangements with Reed a minimum of thirty (30) days prior to the Event in order for Reed to accommodate any such request.

7. ADDITIONAL CAMPUS SERVICES AND FACILITIES.

- 7.1 **PUBLICITY.** Reed offers publicity opportunities for the Event, including listing on a public events website. In order to be listed on the calendar, Licensee shall provide to Reed’s Event coordinator an email listing the Event, date, time, ticket information, contact information, location, and Event description. This information must be received no later than the fifteenth (15th) of the month prior to the Event date (e.g., for an Event on December 20, information must be received by November 15). Failure to submit information will result in no Event listing.

- 7.2 LIBRARY.** The Hauser Memorial Library, located near the main entrance to the Reed campus, is open from 8:30 a.m. to 4 p.m. Monday through Thursday and from 8:30 a.m. to noon on Friday for reference use only. Internet access is not available at the library for Licensee's attendees.
- 7.3 CAMPUS MAIL.** The mailroom in Gray Campus Center is open from 10 a.m. to 4 p.m. Monday through Thursday and 10 a.m. to noon on Friday. UPS and FedEx shipping options are available. Items shipped to Licensee's attendees must be picked up by such attendee at the Gray Campus Center mailroom. Licensee shall notify Reed's Event coordinator if packages will be shipped prior to the Event date.
- 7.4 PRINTING SERVICES.** The Print Shop offers fee-for-service copier and fax services 8 a.m. to 5 p.m. Monday through Thursday, and 8 a.m. to noon Friday. The Print Shop is located in Eliot 132. Times are subject to change; please call 503-777-7591 for availability.
- 7.5 BOOKSTORE.** The bookstore, located in Gray Campus Center, is open from 10 a.m. to 4 p.m. Monday through Friday. Extended hours are available upon request. The bookstore can also arrange for special book sales or displays in conjunction with the Event. Arrangements must be made thirty (30) days prior to the Event with Reed.

8. MISCELLANEOUS REGULATIONS.

- 8.1 PYROTECHNICS.** Licensee shall not stage any act or performance in which fire or flame is involved without the prior written permission of both the City Fire Marshal and Reed.
- 8.2 OTHER FIRE-RELATED POLICIES.** It is illegal to tamper with fire equipment. If a smoke detector begins to sound, call the community safety office at extension 7533 any time of the day or night. Tampering with a smoke detector (covering it up, disabling it, etc.) will result in a \$250 fine. Pulling a fire alarm with malicious intent will result in a \$500 per incident fine. No candles, oil lamps, or open flames of any sort may be burned on campus without the permission of Reed's Conference & Events Planning office.
- 8.2.1 Firearms, weapons, ammunition, fireworks, explosives, halogen lamps, and/or highly flammable materials are prohibited within college buildings or on college grounds or otherwise anywhere on the Premises.
- 8.2.2 Hot plates, toaster ovens, or similar appliances are prohibited in college buildings. No cooking is allowed except in kitchen areas.
- 8.2.3 Building entrances, hallways, and access ways may not be blocked at any time. Any cars blocking fire lanes and building access are subject to ticketing, fines, and towing.
- 8.3 GOLF CARTS.** In the event that Licensee rents a golf cart, the following rules apply. If Licensee does not follow these policies, Reed reserves the right to terminate the use of the golf cart:
- 8.3.1 The driver shall not drive over bollards. Golf carts have only a three-inch clearance.
- 8.3.2 To avoid damage to the landscape, the driver shall not drive or park on the grass unless there is no alternative. Golf carts should not create worn paths through the lawns.
- 8.3.3 The driver shall ensure that the golf cart does not block easy building access and/or pedestrian paths.
- 8.3.4 The driver shall take exceptional care to not park in or block ADA paths or spaces. The driver shall ensure there is sufficient space for wheelchairs to easily pass by the golf cart.
- 8.3.5 Insurance restrictions prohibit use of golf carts on city streets. If the driver has any questions regarding which streets are considered Portland streets rather than campus roadways, the driver shall check with a member of Reed's Conference & Events Planning office.
- 8.3.6 The driver shall take the keys whenever leaving the golf cart. Golf carts must be secured at the end of the day.
- 8.3.7 Pedestrians have the right-of-way. The driver shall yield to them whenever they are within any close distance.
- 8.3.8 The driver shall drive at a minimum, responsible speed to help ensure safety for the driver, any passenger, any equipment being transported, and campus pedestrians.
- 8.3.9 The driver shall not operate the golf cart under the influence of drugs or alcohol.

8.4 SIGNS, RVS, AND AUTOMOBILE RESTRICTIONS.

- 8.4.1 No signs may be posted in surrounding neighborhoods by Licensee to direct conferees to the campus. Signs on campus must be approved by Reed's Conference & Events Planning office prior to being posted. Directional signs on campus must be attached to stakes and put into the ground. Licensee may rent signage from Reed.
- 8.4.2 Licensee, its personnel, and attendees may not use RVs for meals or lodging. Such vehicles may not be parked on campus overnight even if they are used as a form of group transportation.
- 8.4.3 Vehicles must be parked in designated spaces only.
- 8.4.4 Licensee's vehicles are not to be driven on pathways or walkways except to unload or drop off passengers.
- 8.4.5 The posted maximum speed on campus is 15 mph.
- 8.4.6 Pedestrians have the right-of-way at all times.
- 8.4.7 In order to comply with county restrictions, maintain fair and orderly parking, provide for the safety of all present, and ensure ready access for emergency and refuse vehicles, Reed is authorized to fine Licensee and/or tow violators' vehicles (towing will be done at the expense of the owner/operator). Parking in service or fire lanes is expressly prohibited. Vehicles of Licensee or its agents or attendees may be towed for parking in these areas.

8.5 NOISE RESTRICTIONS AND CONSIDERATIONS.

- 8.5.1 Licensee must be considerate of both Reed and the surrounding neighborhood.
- 8.5.2 No megaphones, air horns, or bullhorns of any type may be used outdoors without prior approval of Reed's Conference & Events Planning office.
- 8.5.3 After 10 p.m. the following noise restrictions shall be observed:
 - (a) Organized group activities that use synchronized verbal commands or responses (spontaneous cheering is allowed) will not be allowed outside.
 - (b) No amplified sound systems will be operated outside buildings or enclosed areas.
 - (c) After 10 p.m. all windows and doors shall be closed in buildings when music is being amplified for organized group Events.
 - (d) Profanity, like excessive noise, is an affront to many people. Reed does not tolerate abrasive or inconsiderate language.
 - (e) Protesting on campus is prohibited.

8.6 SKATEBOARDS, TOBACCO, ALCOHOL, AND OTHER RESTRICTIONS.

- 8.6.1 Skateboarding and roller-skating/roller-blading are prohibited except in assigned areas.
- 8.6.2 It is the policy of Reed College to be free of illicit drugs and free of their use. Reed wishes to provide a drugfree environment for its students, employees, and guests. The on-campus manufacture, distribution, dispensing, possession, or use of a controlled substance is unlawful and violates our community life expectations and is therefore prohibited.
- 8.6.3 Gambling or solicitation in any form is prohibited.
- 8.6.4 All staff and attendees, of any gender, may occupy the same residence buildings and floors. Attendees should be made aware that custodial staff may be of any gender.
- 8.6.5 All individuals shall abide by Oregon law, federal law, and college policies and guidelines regarding intoxicants, narcotics, and drugs.
- 8.6.6 No pets are allowed.