

Facilities License Agreement without Housing



THIS FACILITIES ACADEMIC YEAR LICENSE AGREEMENT ("Agreement") is entered into by and between The Reed Institute, doing business as Reed College, a nonprofit corporation organized and existing under the laws of the State of Oregon ("Reed"), and the individual, group or organization identified below as the Licensee ("Licensee").

LICENSEE NAME

CONTRACT DATE

LICENSEE ADDRESS

CITY / STATE / ZIPCODE

EMAIL

TELEPHONE

RECITALS

- A.** Reed owns and operates Reed College, a private liberal arts college located in Portland, Oregon.
- B.** Reed wishes to grant to Licensee certain rights to use certain facilities located on the Reed College campus (the "Premises"), and Licensee wishes to use such facilities on the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises, covenants, and representations below, the parties agree as follows:

1. FEES.

- 1.1 PAYMENT OF FEES.** In consideration of the License granted to Licensee hereunder, Licensee agrees to pay Reed the following amounts (the "Facility Fees"):
- (a) For use of the Facilities and related charges, Licensee shall pay Reed the amounts set forth on Exhibit A.
 - (b) For any equipment rented pursuant to Section 2.2, Licensee shall pay Reed at the rates set forth on Exhibit A-1.
- 1.2 INITIAL DEPOSIT.** Licensee shall pay Reed a nonrefundable booking deposit of 10% of the estimated fees in the amount of \$_____ to confirm the initial reservation (the "Initial Deposit"). The Initial Deposit will be credited towards the balance of the Facility Fees. Licensee must pay the Initial Deposit upon execution of this Agreement or this Agreement shall be null and void.
- 1.3 FACILITY DEPOSIT.** Sixty (60) days prior to the start of the License Term, Licensee shall pay a sum of fifty percent (50%) of the estimated Facility Fees to Reed. This deposit, of \$_____, will be credited towards the balance of the Facility Fees.
- 1.4 CLEANING DEPOSIT.** Two weeks prior to the start of the License Term, Licensee shall pay a cleaning deposit in the sum of \$_____. Licensee shall keep the Facilities clean and generally well-cared for during the

term of this Agreement, except for normal cleaning services as provided for by the regular custodial force employed by Reed. If Reed determines that Licensee's use of the Facilities has required additional cleaning at the end of Event inspection, Licensee shall be billed for additional cleaning charges.

- 1.5 FINAL BALANCE.** Final balance and additional costs specific to the Event (e.g., additional equipment rental, A/V equipment rental, left items, overtime personnel costs, and other items mutually agreed upon by Licensee and Reed to be provided by Reed for the Event) are due and payable, by one check, upon receipt of invoice. Any balances remaining after sixty (60) days from the balance due date shall be subject to a late charge of one and one-half percent (1.5%), compounded monthly.
- 1.6 PAYMENT.** Amounts owing hereunder may be paid by check (made out to Reed College) or credit card (MasterCard or Visa). Credit card payments are subject to a processing fee. Payments can be consolidated into one check.

2. TIME FOR ACCEPTANCE.

- 2.1 ACCEPTANCE.** Licensee shall promptly, and in no event more than fifteen (15) days from the date this Agreement is delivered (whether electronically or in hard copy) to Licensee, return a signed copy of this Agreement to Reed. Terms, rates for charges, and availability of facilities and services set forth in this Agreement are subject to change or modification by Reed prior to execution of this Agreement by Reed.
- 2.2 EFFECTIVE DATE.** This Agreement is not binding until countersigned by Reed. The date of execution by Reed shall be the "Effective Date" of this Agreement.

3. LICENSE TO USE FACILITIES.

- 3.1 LICENSE.** Reed hereby grants Licensee a non-exclusive license (the "License") to use that portion of the Premises identified on Exhibit A attached (the "Facility" or "Facilities") for the Event described in the attached Exhibit A (the "Event") on the dates and during the times set forth on Exhibit A (the "License Term"). In consideration of the License, Licensee agrees to pay Reed the amounts set forth in Exhibit A.
- 3.1.1** The License Term may not be extended without the express written permission of Reed. In the event such permission is granted, charges for all additional time shall be paid by Licensee in accordance with Reed's schedule of fees.
- 3.1.2** Licensee acknowledges and agrees that it will not have exclusive use of the Facilities. Licensee agrees to conduct its activities so as not to interfere with activities carried on by Reed or by any other party on the Premises.
- 3.1.3** The terms and conditions of this Agreement do not require Reed to relinquish control of its facilities, equipment, and/or services to Licensee.
- 3.2 SETUPS AND CONFIRMATION.** The License does not include the right to use Reed's equipment located at the Facilities, including but not limited to furniture and audio/visual ("A/V") equipment. Such use requires additional approval by Reed and is subject to separate charges.
- 3.2.1** At least thirty (30) days prior to Licensee's Event, Licensee shall place an order with Reed for room setup, equipment, audio-visual requirements, labor and personnel, lighting and sound, technical and dress rehearsal dates and requirements, food service and alcohol arrangements, and all other requirements.
- 3.2.2** Upon receipt of an order under Section 3.2.1, Reed will provide Licensee with a final price estimate, along with equipment rental and floor plans for approval. Licensee may not commence setup prior to delivery of such estimates, floor plans, and setups. All equipment and labor is subject to availability.
- 3.2.3** Reed reserves the right to refuse certain requests placed fewer than fifteen (15) days prior to commencement of the Event. Any changes made by Licensee less than fifteen (15) days prior to commencement of the Event are subject to Reed's then-current staffing charge.
- 3.2.4** Licensee shall furnish everything necessary to the Event not specifically agreed to be furnished by Reed. Reed does not provide athletic equipment for sports-oriented events. Rental of any or all of the

Facility does not include access to any office or storage room.

3.2.5 Licensee shall provide to Reed a registration list two weeks prior to the Event and a final registration list upon check-in (first day of the Event), including day guests and instructors.

3.3 EVENT COORDINATOR. Licensee agrees to direct all requests for custodial, facility, and equipment needs to Reed's Conference & Events Planning office, and not to any other department at Reed. Licensee shall provide a representative to meet with Reed for a pre-Event meeting prior to the Event. During this meeting, the Licensee's Event coordinator will receive final information and be able to ask questions of service providers. Prior to Event attendee check-in, Licensee shall cause its Event coordinator, all Event volunteers, and all other Licensee representatives to attend a mandatory meeting on Reed's policies, procedures, and emergency plan. Licensee is solely responsible for Event planning and onsite implementation of Reed's policies, procedures, and emergency plan.

3.4 ADDITIONAL SERVICES. Reed may require security or technical personnel, including, without limitation, a stage manager, A/V technician, and/or house manager, and any additional services and equipment as reasonably deemed necessary by Reed. Licensee shall pay for any such additional services at Reed's normal rates.

3.5 TECHNOLOGY SERVICES. During the Event, Reed shall provide Licensee with wireless internet access as well as basic network access support and access to a computer/printer kiosk for the Event. Licensee shall pay for such technology services at Reed's normal rates.

3.6 SUPPORT SERVICES. Reed shall provide Licensee with access to Reed services, including the bookstore, campus library, community safety, and campus print shop. For support services, Licensee shall pay Reed \$3 per registered attendee.

3.7 CHANGE IN BUILDING ASSIGNMENT. Reed reserves the right to change building assignments for meeting space or recreational facilities.

4. LODGING. Lodging on campus is not available during the academic year.

5. MEALS AND CATERING. If Licensee requires meals or catering for guests at Licensee's Event, the parties shall execute a separate Meals and Catering Addendum in the form attached as Exhibit B.

6. TERM AND TERMINATION.

6.1 TERM. This Agreement shall commence on the date of execution and payment of the Initial Deposit, and shall continue through the expiration of the License Term.

6.2 TERMINATION BY REED FOR BREACH. This Agreement may be terminated by Reed by written notice to Licensee: (a) upon breach by Licensee of any payment obligation hereunder if such breach remains uncured for ten (10) days following written notice specifying the breach; or (b) upon any other breach of this Agreement by Licensee if such breach remains uncured for thirty (30) days following written notice specifying the breach.

6.3 TERMINATION BY LICENSEE FOR BREACH. This Agreement may be terminated by Licensee upon breach of this Agreement by Reed if such breach remains uncured for thirty (30) days following written notice specifying the breach.

6.4 CANCELLATION OF EVENT BY LICENSEE. In the event Licensee cancels the Event, Licensee may terminate this Agreement upon written notice to Reed subject to payment of the following fees:

6.4.1 If Licensee cancels the Event one hundred twenty (120) days or more prior to the commencement of the License Term, Licensee shall pay Reed any direct costs incurred by Reed specifically in preparation for fulfillment of this Agreement as reasonably determined by Reed.

- 6.4.2 If Licensee cancels the Event within one hundred twenty (120) days of the commencement of the License Term, Licensee shall pay Reed: (a) Reed's direct costs and expenses incurred by Reed in preparation for the Event prior to the date of cancellation as reasonably determined by Reed; and (b) liquidated damages for Reed's lost business opportunity as follows:
- (a) Cancellation sixty (60) to one hundred twenty (120) days prior to commencement of the License Term: fifty percent (50%) of the estimated Facility Fees, including rehearsals.
 - (b) Cancellation less than sixty (60) days prior to commencement of the License Term: one hundred percent (100%) of the estimated Facility Fees, including rehearsals.

6.5 FORCE MAJEURE. Reed may terminate this Agreement immediately, and shall not be liable to Licensee for any cost or damages incurred in terminating this Agreement, if the Facilities or any part thereof shall become unavailable as a result of an act, event, omission, or cause beyond Reed's control, including but not limited to: strikes; lockouts; civil commotion; riots; wars; fires; explosions; floods; earthquakes; embargoes; to protect the health and safety of the Reed community or others; epidemics; pandemics; public health concerns; labor disputes; local, state, or federal government action, direction, guidance, or order; inability to obtain labor, material, equipment, or transportation; or acts of civil or military authority. In such event: (a) if the Event has commenced, Licensee shall pay for use of the Facilities up to the time of termination; and (b) Reed will work with Licensee to find alternative dates or other solutions.

6.6 SAFETY. Reed may interrupt or terminate the Event when, in the sole judgment of Reed, such is necessary in the interest of public safety. Licensee hereby waives any claim for damages or compensation should the Event be interrupted or terminated under this Section 6.6.

6.7 ADDITIONAL REED REMEDIES. In the event of any material breach of this Agreement by Licensee, Reed shall have the right to require that Licensee vacate the Facilities, forfeit any deposit, and pay the contracted rate for meals, equipment, and Facilities.

7. INDEMNIFICATION AND INSURANCE.

7.1 INDEMNITY BY LICENSEE. Licensee shall defend, indemnify, reimburse, and hold harmless Reed and its trustees, officers, employees, agents, insurers, successors, and assigns (individually a "Released Party", collectively the "Released Parties") from and against any and all claims, demands, actions, or causes of action or other liability, including but not limited to on account of any breach of this Agreement, damage to real or personal property or any personal injury or death arising out of the acts or omissions of Licensee or its subcontractors, guests, agents, or employees relating to the Event, Licensee's use of the Facilities, or this Agreement, whether or not such damage, injury, or death is caused by the fault or negligence of any Released Party.

7.2 INSURANCE. Licensee shall maintain a policy of comprehensive general liability insurance in an amount no less than \$1 million which covers all of Licensee's activities and obligations during its presence on campus and for thirty (30) days thereafter. No less than thirty (30) days prior to commencement of the Event, Licensee shall provide Reed with a Certificate of Insurance naming Reed as an additional insured and providing that the policy shall not be cancelled without first giving thirty (30) days' prior written notice to Reed. Such policy shall be issued by a reputable and financially secure insurance carrier.

8. LIMITATION OF LIABILITY.

8.1 IN NO EVENT SHALL REED BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL THE LIABILITY OF REED UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY LICENSEE TO REED.

9. OTHER TERMS.

9.1 DAMAGE AND DEFACEMENT. Licensee shall not permit its agents or employees or attendees at the Event to injure, mar, or in any manner deface the Facilities or any other Reed property. Licensee will reimburse Reed for damages caused by any vandalism to the Facilities and equipment by attendees, employees, patrons, agents, or any other person or persons admitted to the Facilities by Licensee and for any custodial charges beyond normal services provided.

9.1.1 If, during the term of this Agreement, the Facilities or any portion of the Premises is damaged by the act, default, or negligence of Licensee or any other person or persons admitted to the Facilities by Licensee, Licensee shall pay to Reed such a sum as shall be necessary to restore the Facilities or the Premises to their pre-existing condition.

9.1.2 Licensee assumes financial responsibility for any damage or vandalism to equipment rented by Reed on Licensee's behalf or at the request of Licensee.

9.1.3 Lost keys, linens, and other Reed equipment will be billed back to Licensee at the item's replacement cost, and Licensee shall pay such bill upon receipt. Additional Costs: Lost keys that are not returned within three (3) business days at the end of the Event will be assessed a \$150 charge per key.

9.2 VACATING THE FACILITIES.

9.2.1 In the event that Licensee fails to vacate the Facilities in accordance with this Agreement, Reed is hereby authorized to remove and relocate, at Licensee's expense, any personal property remaining on the Premises. Reed and/or its officers, agents, and employees shall not be liable for any damages or loss to said property which may be sustained, either by reason of such removal or the place to which it may be removed. Licensee hereby releases and holds harmless Reed and its officers, agents, and employees from any and all claims for damages resulting from such removal and relocation.

9.2.2 For such additional period beyond the term of this Agreement during which any personal property of Licensee remains on the Premises, Reed shall be entitled to charge the rate per day as provided in Exhibit A of this Agreement.

9.2.3 Reed assumes no responsibility for property left on the Premises. Reed will use reasonable efforts to deliver lost items to the Community Safety office. Reed cannot return lost items.

9.3 OTHER REED RIGHTS. In addition to its other rights under this Agreement, Reed may exercise the following rights:

- (a) To enforce all necessary laws, rules, policies, guidelines, and regulations relating to the management and operation of the Facilities and the Premises.
- (b) To enter any room for purpose of inspection, repair, or emergency.
- (c) To require Licensee, or any of its participants or agents, to leave the Facilities and the Premises if, in the reasonable opinion of Reed, circumstances warrant such exclusion.
- (d) To revoke campus privileges of Licensee, or any of its participants or agents, for violating any term or provision of this Agreement.

9.4 COMPLIANCE. While on the Premises and in connection with the Event, Licensee shall at all times: (a) comply with all applicable laws and orders of government authorities; (b) comply with all Reed policies, guidelines, regulations, and lawful directives of Reed personnel; and (c) conduct its activities with full regard to public health, safety, and order. Licensee shall ensure that its staff and attendees at Licensee's Event comply with the requirements of this Section 9.4.

9.5 PERMITS. Licensee shall obtain and pay for all required permits and licenses, and shall not do anything on the Facilities or the Premises during the terms of this Agreement in violation of any such laws, ordinances, rules, or orders. Licensee shall supply Reed one week prior to the Event commencement date with a copy of any permits or licenses obtained.

9.6 PARKING. Reed will not charge Licensee's attendees for parking at the Event. Licensee agrees to include the following statement or equivalent statement about parking in all advertising and marketing materials related to the Event: **"When attending Events at Reed, please park in one of Reed's three on-campus lots: 28th Street (West), Steele Street (North), and Woodstock Blvd. (East)."**

- 9.7 PROMOTIONAL ITEMS.** Neither Licensee, Licensee's exhibitors, nor any other person shall sell or give away items at the Event without the prior written consent of Reed. Reed reserves all rights not specifically granted to Licensee to sell or give away any items. The content of any programs or any other written material to be sold or given away by Licensee shall be subject to prior approval by Reed's Director of Conference & Events Planning.
- 9.8 TELEVISION AND BROADCASTING RIGHTS.** Licensee shall not televise or broadcast any part of the Event without prior written approval of Reed. Licensee shall obtain written waivers from any individual who will appear in any such transmission or broadcast.
- 9.9 ADVERTISING.** Licensee agrees that all advertising of the Event shall be accurate and not misleading. Licensee shall notify Reed of all advertising, of any form or type, prior to the Event.
- 9.10 ADDITIONAL TERMS.** The License is also subject to Reed's Additional Terms of Use as set forth in document found on the Reed Website: Additional Terms. Licensee agrees to comply with all such Additional Terms of Use.

10. USE OF REED NAME AND MARKS.

- 10.1 Use of Reed College Name and Marks.** Licensee shall not use the name REED COLLEGE or any other logos, slogans, mascots, or other marks which refer to or are associated with Reed (the "Reed Marks") in any advertisement, material, brochure, mailer, or any similar promotional item in a manner which implies that Reed is a sponsor or cosponsor of the Event or is in any way affiliated with Licensee.
- 10.1.1 The Reed Marks may not be used for reference of any Event location without the prior written approval from Reed (which may be obtained through Reed's Conference & Events Planning office).
- 10.1.2 Notwithstanding the foregoing, Licensee may use the REED COLLEGE name when sending notices to Event attendees, but only in the manner described in Section 10.3.
- 10.2 OWNERSHIP.** Licensee acknowledges that Reed is the sole owner of the Reed Marks. Licensee shall not use the Reed Marks to imply or suggest endorsement of any product or service not provided by Reed. Subject to Section 10.3, any use of any Reed Mark by Licensee must first be approved by Reed's Office of Public Affairs or Reed's Conference & Events Planning office.
- 10.3 PERMITTED USES.** Licensee may use the REED COLLEGE name solely to identify the Event location or as otherwise permitted by Reed in writing. Promotional materials and publicity may not list Reed College's contact information for ticket or Event questions and information. The following are acceptable and unacceptable uses of Reed's contact information:

Acceptable for Mailings, Posters, and Website:	Reed College (venue on campus) 3203 SE Woodstock Boulevard Portland, OR 97202
Not Acceptable for Mailings, Posters, or Website:	Reed's phone number Use of Reed's name and address as return address for mailings

11. GENERAL PROVISIONS.

- 11.1 INDEPENDENT CONTRACTOR.** Each party is an independent contractor. Nothing stated in this Agreement shall be construed as constituting a partnership agreement or as creating any relationship of employer and employee, master and servant, or principal and agent between the parties.
- 11.2 NON-ASSIGNMENT.** Licensee shall not assign, transfer, license, or sell Licensee's rights under this Agreement without the prior written consent of Reed.

- 11.3 ENTIRE AGREEMENT/MODIFICATION.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, including items referenced within this Agreement. Unless otherwise provided in this Agreement, no modification or waiver of any of the provisions, or any future representation, promise, or addition, shall be binding upon the parties unless made in writing and signed by both parties.
- 11.4 WAIVER.** Either party may waive any right that party has under this Agreement, but such waiver shall not affect that party's right to require strict compliance with this Agreement in the future.
- 11.5 SUCCESSORS AND ASSIGNS.** Subject to the restriction on assignment by Licensee contained in Section 11.2, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 11.6 SEVERABILITY.** If any provision, term, condition, covenant, restriction, or other portion of this Agreement shall be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, the remaining portion shall remain in force and effect.
- 11.7 ATTORNEYS' FEES.** If arbitration or litigation is commenced by either party to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees at the arbitration, at trial, on appeal, and on any petition for review.
- 11.8 HEADINGS.** Headings used herein are for convenience only and shall not be construed a part of, or affect the construction or interpretation of, any provision of this Agreement.
- 11.9 DISPUTES/GOVERNING LAW.** This Agreement shall be deemed to have been executed in, and shall be exclusively governed by and interpreted in accordance with, the laws of the State of Oregon, including federal law, but excluding choice of law rules. Any litigation between the parties shall be commenced and prosecuted only in the state or federal courts of Oregon.
- 11.10 NOTICES.** Any notice hereunder shall be in writing and shall be deemed given if delivered personally or sent by firstclass mail, postage prepaid, addressed to the other party as follows:

If to Reed: The Reed Institute
Attention: Chief Financial Officer 3203 SE Woodstock Boulevard Portland, OR 97202-8199

If to Licensee: _____

Either party may change the address to which notices are sent by giving notice as provided in this Section 11.10

- 11.11 COUNTERPARTS AND EXECUTION.** This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

Facilities License Agreement without Housing



IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE

LICENSEE

NAME OF LICENSEE

TITLE

DATE

SIGNATURE



Facilities License Agreement without Housing

EXHIBIT A | FACILITIES AND FEES

Reed grants Licensee a license to use the Facilities listed below on the dates set forth below. Licensee shall pay the fees set forth below for the Facilities and related services:

DATE(S)	ACTIVITY	SPACE	INCLUSIONS & SPECIFICATIONS	RATE
ESTIMATED TOTAL				\$

EXHIBIT B | MEALS AND CATERING ADDENDUM

This Meals and Catering Addendum is entered into by and between The Reed Institute, doing business as Reed College, a nonprofit corporation organized and existing under the laws of the State of Oregon (“Reed”), and the person, company, or organization whose name appears above the signature line below (“Licensee”). This Meals and Catering Addendum supplements and is made a part of the Facilities License Agreement between the parties executed contemporaneously with this Meals and Catering Addendum (the “License Agreement”). Capitalized terms in this Addendum have the meaning set forth in the License Agreement. In consideration of the promises, covenants, and representations below, the parties agree as follows:

1. EXCLUSIVE FOOD AND BEVERAGE PROVIDER. Licensee agrees that it will not provide or contract with any third party to provide any food or beverage service at the Facilities other than Reed’s designated food and beverage provider. As of the Effective Date, Reed’s designated food and beverage provider is Bon Appétit Management Co., Inc. (“Bon Appétit”).

- 1.1 Bon Appétit will provide regular meals in the Gray Campus Center dining room. Special requests such as coffee breaks, banquets, dietary considerations, and catered meals must be communicated to Bon Appétit prior to commencement of the Event and will be billed as extras.
- 1.2 Service of alcohol must be arranged through Bon Appétit. If alcohol is served at the Event, Licensee agrees to comply with all Oregon Liquor Control Commission regulations.

Facilities License Agreement without Housing



2. MEAL SCHEDULE. Bon Appétit will assign meal times for the Event. Licensee shall confirm meal schedules with the Bon Appétit dining hall manager before distributing any program information for the Event.

2.1 The dining hall manager must approve requests for extended meal times before Licensee distributes any program information for the Event. If meal times are extended, Licensee shall pay Reed's then-current charges for extended service hours.

2.2 Licensee shall pay for all scheduled meals based on Licensee's daily registration count. No discount or refund will be given for individual attendees who do not attend meals.

2.3 Licensee shall make a reasonable effort to encourage punctuality for meals by attendees.

3. CATERING. Catered meals may be substituted for Reed's standard meal plan by arrangement with Bon Appétit.

4. SUBSTITUTION. Reed may substitute another exclusive food and beverage provider for Bon Appétit prior to the Event, in which case Licensee will deal with the substitute provider on the same terms as Licensee is required to deal with Bon Appétit.

5. EFFECT ON LICENSE AGREEMENT. This Addendum supplements and is intended to be a part of the License Agreement. Nothing in this Addendum is intended to amend the terms of the License Agreement.

6. COUNTERPARTS AND EXECUTION. This Meals and Catering Addendum may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile/ electronic signatures will be deemed original signatures for all purposes under this Addendum. When properly signed, this Addendum may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

THE REED INSTITUTE

LICENSEE

SIGNED BY

NAME OF LICENSEE

TITLE

SIGNED BY

SIGNATURE

DATE

SIGNATURE

DATE