

**ACCESS TO PREMISES**

1. **Accessing PREMISES:** In OSU providing to another party or entity (hereafter “PERMITTEE”) access to an OSU Facility (hereafter the “PREMISES”), OSU, its officers, agents, and employees maintain the right to enter any part of the PREMISES at any time and on any occasion. OSU does not relinquish its rights to control the management and operation of the PREMISES, including its rights to enforce all federal, state, county, and city laws/ordinances and any OSU policies or standards applicable to the PREMISES.
2. **Access to Others for Other Events:** Unless otherwise specified in writing, OSU shall have the right to permit access to others to the PREMISES by scheduling other events in multiuse PREMISES both before and/or after the dates and times of PERMITTEE access and at the same time as the PERMITTEE’s event in other locations on campus, without notice to PERMITTEE.
3. **Removal of PERMITTEE:** OSU reserves the right to deny access of PREMISES by removing PERMITTEE from the PREMISES at any time for reasons including but not limited to: if PERMITTEE’S use of the PREMISES is not conducted in a manner as proposed, if PERMITTEE’S use of the PREMISES threatens the safety of people or property, and/or if any laws, ordinances or OSU policies are violated. Upon exercise of this authority, the PERMITTEE waives any claims for damages or compensation against OSU, its trustees, officers, employees, and agents.

**CARE OF PREMISES**

4. **Defacement of PREMISES:** The PERMITTEE shall not injure or in any manner deface the PREMISES and shall not cause or allow the PREMISES to be injured or defaced, including, but not limited to, the use of nails, hooks, tacks, or screws in any part of the PREMISES without written permission of OSU.
5. **Installation/Construction of Structures:** PERMITTEE shall not install or construct any structures in/on the PREMISES without prior written permission of the Facilities Manager, or their designee, for the PREMISES. OSU reserves the right to impose any requirements needed for installation or construction of approved structures.
6. **External Equipment:** PERMITTEE must inform Facility Manager in advance of all equipment it plans to bring to the PREMISES to use for its event, including but not limited to production equipment, amplifiers and lighting, electronics, generators, sound systems, etc. (“External Equipment”). OSU reserves the right to control the type of External Equipment used in the PREMISES in order to comply with local regulations, laws and OSU policies and ensure the safety of people and property. PERMITTEE shall obtain written approval from the Facilities Manager or their designated representative to use External Equipment, if any, prior to PERMITTEE’S use of the PREMISES.
7. **Occupancy Loads:** PERMITTEE shall not exceed occupancy loads of the PREMISES. PERMITTEE will be responsible for any fines or penalties for violation of occupancy codes.
8. **Clean Up of PREMISES:** PERMITTEE’s obligation under this section shall be in addition to any services regularly provided by OSU’s custodial staff/contractors. PERMITTEE shall keep the PREMISES clean and generally cared for during use and PERMITTEE is responsible for restoring the PREMISES to the condition they found it, which includes but is not limited to trash picked up and placed in designated receptacles, and equipment, tables and chairs put back and arranged in a manner in which they were found. Events that include distribution of literature requires clean up within 500 feet of the PREMISES for discarded materials. If materials are not cleaned up, the PERMITTEE will be charged for actual clean-up cost and for any additional fees, which may be applicable.

**INDEMNITY & RESPONSIBILITY FOR PREMISES**

9. **Indemnity:** PERMITTEE shall release, indemnify, and hold harmless OSU, its trustees, officers, employees, and agents from any and all claims and liabilities (including costs and attorneys’ fees) arising out of or in connection with use of OSU PREMISES.
10. **Responsibility For Loss and/or Damages:** PERMITTEE shall be responsible for all loss and damage to any property, injury to persons, expense, inconvenience, and delay which may be caused by, or result from, the PERMITTEE’S use of the PREMISES, or from any act, omission, or neglect of PERMITTEE, committed with or without the knowledge or consent of the PERMITTEE or any person acting on behalf of PERMITTEE. If, during the terms of the Agreement, the PREMISES or any portion of the PREMISES are damaged by the act, default, or negligence of the PERMITTEE or its agents, employees, patrons, or any other person or persons admitted to the PREMISES by the PERMITTEE, the PERMITTEE shall pay to OSU, upon demand, such a sum as shall be necessary to restore the PREMISES to its original condition. PERMITTEE shall be responsible for any Assumption of Risk or Waivers necessary for PERMITTEE’S event.
11. **Responsibility For Loss and/or Damages to Property of Others In/On PREMISES:** OSU assumes no responsibility whatsoever for any property of others placed in/on the PREMISES, and OSU, its officers, agents, and employees are hereby expressly-relieved and discharged from any and all liability for any loss, injury, or damages to persons or property that may be sustained by reason of occupancy or use of the PREMISES by PERMITTEE. OSU shall have the sole right to collect and retain custody of property left in/on the PREMISES not collected by PERMITTEE during clean up. PERMITTEE shall not interfere with the collection or custody of such property left in/on PREMISES.
12. **Insurance:** PERMITTEE shall secure at its own expense and keep in effect during the period related to use of the PREMISES, general liability insurance with a minimum limit of \$1,000,000 per occurrence or \$2,000,000 per occurrence for PREMISES use with [Elevated Risk](#). Oregon State University, its trustees, officers, employees, and agents shall be included as additional insured on the required liability insurance. The policy must be issued by an insurance company permitted to do business in Oregon, with a minimum A.M. Best rating of A-VII. All events and activities involving unaccompanied minors (under age 18) require the PERMITTEE to secure at its own expense and keep in effect during the period related to use of the PREMISES involving unaccompanied minors, physical/sexual abuse and molestation (SAM) liability coverage with a minimum limit of \$1,000,000 per occurrence or claim. If the required coverage is provided on a claims-made basis, continuous coverage or tail coverage must be maintained for a period of 24 months beginning at the time activities under this agreement involving unaccompanied minors have concluded.

Liquor liability insurance is required for all events with alcohol. Certificates of Insurance and any applicable endorsements shall be provided as proof of required insurance prior to PERMITTEE'S use of the PREMISES. OSU reserves the right to require additional insurance based on risks associated with PERMITTEE'S use of the PREMISES.

#### **STANDARDS, POLICIES AND LAWS**

13. **Weapons and Destructive Devices:** Possession, use, or threatened use of dangerous chemicals, weapons, or destructive devices, are not allowed on property owned or controlled by OSU except as expressly authorized by law or authorized in OSU Standard 576-065.
14. **Smoking:** In accordance with University Standard 07-020, smoking and tobacco use is prohibited on OSU property.
15. **Alcohol:** Alcohol service at all OSU events/activities and properties under OSU control are governed by OSU Standard 07-005 and MUST be registered with OSU Insurance and Risk Management Services 21 days prior to your event (<http://risk.oregonstate.edu/alcohol-service>).
16. **Gambling:** Gambling in any form is prohibited.
17. **Youth Protection:** All events and activities involving minors (under age 18) must comply with OSU Policy 07-040 Protection of Minors, which includes a for university sponsor to register university-operated or university-hosted youth programs with the Office of Youth Protection. PERMITTEE must comply with all background screening protocols and selection of all its employees/volunteers/agents under PERMITTEE'S control, and incident reporting and escalation protocol requirements as outlined at <https://youth.oregonstate.edu/policyresource/incident-reporting-and-escalation>.

#### **RIGHTS AND TRADEMARKS & ENDORSEMENT**

18. **OSU Logos and Trademarks:** PERMITTEE may not use, sell, or display OSU logos and trademarks without prior written permission from the OSU University Marketing office. This includes use in advertising brochures or press releases.
19. **Recording on Campus:** If PERMITTEE'S activities include producing television, online or radio documentary or entertainment content about OSU or featuring OSU people, PERMITTEE must notify University Relations & Marketing's Oregon State Productions office of such planned activities.
20. **Endorsement:** Authorized use of PREMISES or services in no way constitutes OSU endorsement of PERMITTEE, its views, objectives or program content.

#### **MISCELLANEOUS**

21. **High Profile Invitees:** PERMITTEE is required to inform the Facilities Manager for the PREMISES in advance if the event includes the attendance of high-profile individuals such as celebrities, dignitaries, politicians, etc.. Additional costs borne by OSU to accommodate such individuals, if any, shall be the responsibility of PERMITTEE and OSU shall invoice PERMITTEE for reimbursement of such costs.
22. **Diversity:** PERMITTEE shall comply with OSU policies and guidelines in its commitment to respect Diversity. As a higher education institution with a diverse community, OSU affirms its commitment to the prohibition of discrimination and harassment and to the protection of equal opportunity for all. Every event at OSU shall create and provide a positive, safe, and respectful environment in alignment with OSU'S strategic plan involving diversity.
23. **Relationship of Parties:** Nothing in this Agreement shall be deemed to make OSU and PERMITTEE partners or joint venturers or to create a relationship between principal and agent. PERMITTEE is not to be considered an agent or employee of OSU for any purpose, and neither PERMITTEE nor any invitees of PERMITTEE are entitled to any of the benefits that OSU provides for its employees. PERMITTEE will be solely and entirely responsible for its acts and for the acts of the invitees of PERMITTEE during the time of this Agreement.
24. **No Third-Party Beneficiaries:** OSU and PERMITTEE 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 shall be construed to give or provide 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 as intended beneficiaries of the terms of this Agreement.
25. **Force Majeure Event.** Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, pandemics, or other health emergencies, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise (a "Force Majeure Event"). If delay due to a Force Majeure Event continues for an unreasonable time, then OSU is entitled to terminate the Agreement without penalty.
26. **Governing Law and Venue:** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof. Any action or suit brought by the parties relating to this Agreement shall be brought and conducted solely and exclusively in the Circuit Court of Benton County for the State of Oregon. Customer hereby consents to the in personam jurisdiction of such courts, waives any object to venue in such courts, and waives any claim that such forum is an inconvenient forum.