FACILITY USE PERMIT

THIS PERMIT is entered into by and between OREGON STATE UNIVERSITY, (Dept name) hereinafter called UNIVERSITY, and (Other entity) located at (location) hereinafter called LICENSOR.

WHEREAS, UNIVERSITY has need of the following facilities to conduct (activity); and

WHEREAS, LICENSOR has facilities available and is willing to let UNIVERSITY use them;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties agree to the following conditions:

1. PREMISES. LICENSOR shall permit UNIVERSITY use of the following Premises for the activity described herein inclusive of all services, if any, that are considered standard for the operation of the Premises:

   PREMISES:

2. TERM. The term of the Permit, and the dates UNIVERSITY is entitled to use and occupy said Premises are:

   DATE(S): ___________________ PERMITTED HOURS:__________________________

   It is understood that the above hours allow for the time necessary for installing equipment, preparing the Premises and equipment for the permitted use, the event itself, and packing and removal of equipment.

3. PERMIT USE FEE. UNIVERSITY shall pay to LICENSOR $__________ per ______________ for the use of the Premises for a total Fee of $_____________. This Rate is inclusive of all utilities and services that UNIVERSITY may use on the Premises (e.g., electricity, garbage collection, lighting, etc.). Payment is due (in advance, upon receipt of invoice from Licensor, etc.) and shall be delivered to LICENSOR at the address provided below.

4. CANCELLATION. UNIVERSITY may cancel this Permit up to 48 hours in advance of the first date of occupancy without penalty. In such event, UNIVERSITY shall notify LICENSOR by telephone and e-mail of such cancellation.

5. RELATIONSHIP. The parties intend that their relationship at all times and for all purposes under this Permit be independent. Neither party is to be considered an agent or employee of the other party for any purpose.

6. NO THIRD PARTY BENEFICIARIES. LICENSOR and UNIVERSITY are the only parties to this Permit and are the only parties entitled to enforce its terms. Nothing in this Permit 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 in, and expressly described as intended beneficiaries of the terms of this Permit.

7. LIABILITY. UNIVERSITY agrees to be responsible for damage or liability to the extent of liability arising out of the negligent acts of the UNIVERSITY which may arise from the activities conducted at the Premises. Liability is subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7.

8. INSURANCE. LICENSOR affirms it is insured for general liability, including contractual liability and...
completed operations, with minimum limits of $1,000,000 per individual and occurrence with minimum limits of $1,000,000. UNIVERSITY affirms it self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers’ compensation insurance for its employees in conformance with ORS Chapter 656.017. Each party shall provide a certificate of insurance upon request.

9. GOVERNING LAW. This Permit shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Marion County, Oregon.

10. FORCE MAJEURE. Neither party shall 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 the reasonable control of LICENSOR or UNIVERSITY, respectively.

11. MERGER. This Permit constitutes the entire Permit between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Permit. No waiver, consent, modification or change of terms of this Permit shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. Neither party shall be accorded any advantage over the other by reason of being the drafter of the language of this Permit.

AGREED:

LICENSOR:

By: ____________________________

Date: ____________________________

By: ____________________________

Department

Procurement & Contract Services

Date: ____________________________

Licensor Contact Information:

UNIVERSITY

By: ____________________________

Date: ____________________________

By: ____________________________

Procurement & Contract Services

Date: ____________________________

University Contact Information:

Name, Title
Department
Oregon State University
Address
Ph.
E-Mail