



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 **PA YMENT OF FEES.** In consideration of the License.

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 Agreement, if available during the academic year.

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- 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

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 are 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

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: reed.edu/risk-management/contracts/templates/index.html. 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 the Event. Licensee may not list Reed's contact information for the Event without the prior written approval of Reed's Office of Public Affairs or Reed's Conference & Events Planning office.

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 ATTORNEY'S 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.

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

THE REED INSTITUTE

LICENSEE

SIGNED BY



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.



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.

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