Portland Center Rental Terms and Conditions

1. All billing will be sent to USER, COMPANY with USER responsible for payment of all charges incurred while at Willamette University. This deposit must be received no later than N/A. **The balance is due 30 days from receipt of rental invoice.** If payment is not received by these dates, the University reserves the right to cancel this and/or any future reservations. Reservations canceled at least seven business days prior to any day event will receive a full refund less a 25% cancellation fee.

2. The User must provide proof of liability insurance for the event. The minimum limit of liability coverage will be one million dollars. The policy should cover spectators and participants and should name the University as an additional insured. The policy must be received by the University prior to the beginning of the event or by date stated above.

3. The User hereby agrees to indemnify, protect, defend, and hold harmless Willamette University or its agents, trustees, officers and assigns, from any and all liability, and for any personal injury, wrongful death or property damages except as may result from the sole negligence or willful misconduct of Willamette University and its employees, officials, agents or representatives. The User hereby fully releases and discharges Willamette University or its agents, trustees, officers and assigns, from any other claim for liability, loss or damage. The User also agrees to indemnify Willamette University or its agents, officers, trustees, and assigns, for any personal injury, wrongful deaths, or property claims resulting from its actions arising out of its use of the University’s facilities. The User agrees to indemnify Willamette University, or its agents, officers, trustees and assigns for any personal injury, wrongful deaths, property claims, liability, loss or damage, by its guests, or other third parties, arising out of its use of the University’s facilities or services. The provisions of this paragraph shall survive the termination of this Agreement with respect to any damage, injury, illness, or death occurring prior to such termination of this Agreement.

4. Upon conclusion of the event, University facilities will be checked for any damages. The User is responsible for payment for any damages, excessive cleanup, and/or biohazard cleanups, which occur to any facility or any theft, which the University attributes to the User. Any damages will be charged to the total event bill submitted to, and paid by, the User.

5. The User shall not use or make use of Willamette University’s name, insignia, logo, picture, or any other material that might create the impression of association, affiliation, partnership, or any other joint venture, without the express written permission of the University. The University shall have the right to review any solicitations, advertisements, etc. produced by or for the User, which mention Willamette University in any way, shape, or form.

6. The University shall accept no responsibility for theft or other loss of money, valuables, or personal effects of participants or agents of the User.
7. The User will comply, at its sole expense, with all laws, statutes, ordinances, rules, and regulations of the United States, the State of Oregon, the City of Portland, and any other governmental body with applicable jurisdiction. The User will also be responsible for assuring that participants and guests will comply with all rules of the University, including but not limited to, the University’s Standards of Conduct, and any regulations imposed by the University Administration.

8. Willamette University does not allow smoking in any campus building. The University is also a drug-free campus as required by the Drug-Free Schools and Communities Act. Therefore, drugs are not allowed on any University property.

9. The University is not responsible for any medical or health problems or expenditures for the User’s participants or staff.

10. If the User group requires special or additional equipment not available on campus, the University will, if requested and available, rent such equipment and charge the User the direct costs for renting such equipment.

11. The User understands that other activities may be conducted on the University campus by the University or other organizations during the above time period; however, the University agrees that it will make every effort to schedule such other activities so as not to unreasonably interfere with the User’s event.

12. The User shall supervise the use of all assigned on-campus facilities, including classrooms, designated offices, workrooms, recreational areas, and other facilities in use. The User is responsible for proper usage, adherence to safety regulations and room capacity limitations, and compliance with University operational procedures.

13. The University will not permit the serving of alcohol.

14. User is solely responsible for providing reasonable accommodations to the special needs of disabled participants. The University may assist, but only to the extent that it agrees in writing to do so.

15. Commercial sales of products sold in conjunction with the event will be restricted to those items not routinely available for sale through University sources. All business vendors selling merchandise on campus and/or processing sales for direct shipment must receive written authorization from the University.

16. The University shall not be responsible for disruption or nonperformance of services or unavailability of facilities due to circumstances beyond its control.

17. The User will pay any and all costs incurred by the University as a result of the event covered by this Letter of Agreement.

18. Full payment shall be made by the User by the date specified above. Unpaid balances shall bear interest at the rate of twelve percent per annum until paid. In the event a suit or action is instituted to enforce this agreement, the User agrees to pay the University’s court costs and reasonable attorney’s fees.

19. All food and beverages must be arranged through Whole Foods, 503-525-4343.
20. The User may not place any signs, posters, or banners on the exterior of the building. For the use of tripod signs, please make arrangements in advance.

21. User agrees to follow all University policies including, but not limited to, the Decoration Policy located at www.willamette.edu/dept/scheduling/policies/decorations/index.html.

Wireless internet access is available and included in the costs.

Rev. 1/30/2014