

**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: OSU Addendum to City Pool Rental Request Form & RecCenter Rental Form Date: 2-5-24

Statement of Purpose: Addendum for Robotic Competition in Aquatic Center. This is an annual event

Department Head Signature: [Signature] 2-5-24

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: 2/8/24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes ☐ No ☐ N/A ☒

Certificate of Insurance Attached: Yes ☐ No ☐ N/A ☒

City Council Approval Needed: Yes ☐ No ☒ Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2/10/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Michael Cavanaugh

From: David Allen
Sent: Wednesday, February 7, 2024 9:37 AM
To: Foster, Keith; Michael Cavanaugh
Cc: Powell, Sheryl
Subject: Re: Complete with DocuSign: Mate_ROV_competition-Newport_Aquatic_Center2024-signed.pdf

That change would work ... thanks. --David

From: Foster, Keith [REDACTED]
Sent: Wednesday, February 7, 2024 8:42 AM
To: David Allen; Michael Cavanaugh
Cc: Powell, Sheryl
Subject: RE: Complete with DocuSign: Mate_ROV_competition-Newport_Aquatic_Center2024-signed.pdf

Hi Mike,

Sorry I missed that.

We can change, "OSU and it's officers, trustees, employees, and agents shall be Additional Insured on Contractor's General Liability Insurance," to "Each party shall include the other party as Additional Insured for General Liability Insurance."

Will that work? If so, we'll get that updated as well.

Thanks!
Keith

Keith Foster, CRIS (he/him/his)
Insurance Contract Specialist
Insurance & Risk Management Services
Oregon State University

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] resources offered by the OSU Basic Needs Center? Learn more here.

-----Original Message-----

From: David Allen <D.Allen@NewportOregon.gov>
Sent: Wednesday, February 7, 2024 8:36 AM
To: Foster, Keith <[REDACTED]>; Michael Cavanaugh <M.Cavanaugh@NewportOregon.gov>
Cc: Powell, Sheryl <Sheryl.Powell@oregonstate.edu>
Subject: Re: Complete with DocuSign: Mate_ROV_competition-Newport_Aquatic_Center2024-signed.pdf

[You don't often get email from d.allen@newportoregon.gov. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

[This email originated from outside of OSU. Use caution with links and attachments.]

And, the additional change to section 9, as noted in my e-mail below at 5:46 PM yesterday. --David

Newport Recreation Center

Facility Use Reservation Contract

225 SE Avery St. Newport, OR. 97365 • (541)265-7783 FAX (541)574-6596

Organization Name: Oregon State University – Oregon Sea Grant

Applicant Name: Cait Goodwin

Address:

[REDACTED]

Day(s) of Week: Saturday Date(s) of Use: April 20, 2024

Rental Hours (must include set-up & clean-up times): From: 7:00am To: 5:00pm

Type of Activity: Robotics Competition Number Attending: 300

Event Theme and name of honoree: _____

Select Room and Room Arrangement: Capacity# is based on no tables and chairs. Capacity number decreases with table and chair setup. Food & Beverages (F&B) are NOT allowed in Gyms and some rooms that have carpeting. **Please include SET-UP & CLEAN-UP time with your reservation. No early access to rooms & events must end on time as other renters will need to access the room.**

Room type	Cost PER HOUR	Resident	Non-Resident
<input checked="" type="checkbox"/> 117 Classroom (max. #36)		\$22.50	\$26.50
<input type="checkbox"/> 105 Meeting room (max. #35) No F&B		\$22.50	\$26.50
<input type="checkbox"/> 129 Aerobics room (max. #40) No F&B		\$28.00	\$34.00
<input checked="" type="checkbox"/> 124 A & B Multi-use room (max. #132)		\$72.50	\$87.50
<input type="checkbox"/> 124B 1/2 Multi-use room (max. #66) Kitchen use extra		\$36.50	\$43.50
<input type="checkbox"/> 124A 1/2 Multi-use room (max. #66)		\$36.50	\$43.50
<input checked="" type="checkbox"/> Kitchen use in 124 B or 124 A & B		\$7.50	\$9.00
<input type="checkbox"/> Full main gym (max. #638) No F&B		\$73.00	\$88.00
<input type="checkbox"/> 1/2 main gym (max. #319) No F&B		\$37.25	\$44.50
<input checked="" type="checkbox"/> Small gym (max. #366) No F&B		\$37.25	\$44.50

Extras & Equipment:

<input checked="" type="checkbox"/> Portable sound system or TV monitor/CPU	\$21.50	\$26.00
<input type="checkbox"/> Polycom Conference Phone	\$18.50	\$22.50
<input type="checkbox"/> 30 or 100 cup Coffeemaker	\$21.50	\$26.00

(renters must provide your own coffee & supplies)

<input type="checkbox"/> Play Equipment (newborn thru age 4)	\$7.50	\$9.00
--	--------	--------

Swimming: Does your group plan to swim? ☐ Yes Number of swimmers 6-8 divers

Swim times: 8:00am to 4:00p,

Pool capacity restrictions may be in place due to staffing. Also, individual members will be able to use the pool throughout the day. A reservation does not mean you will have the pool to yourselves. Group users should be prepared to wait to swim if pool has reached its capacity limit. To guarantee group pool use, reservations are required in advance, please email: play@NewportOregon.gov.

DocuSigned by: Kimberly Kwasny Purchasing Analyst Date: 2/7/2024 | 16:41:52 PST
4D063A0673DC4A5... Oregon State University

16/Control Desk/Info for Us/form/facility rental-updated 11/15/23

kk

This Agreement is subject and subordinate to the terms and conditions of the addendum attached hereto and incorporated herein.

Room Set-up Requests

Please choose a room set-up from the list below OR draw a diagram below for room set up

- ☒ **Classroom:** rows of tables surrounded by chairs, rectangular table at front
- ☐ **Conference:** rows of chairs facing front, rectangular table at front
- ☒ **Dining** (multi-use room): round tables with 6-7 chairs at each, rectangular tables for food
- ☐ **Reception:** round/rectangular tables at end of room, chairs around perimeter of room
- ☐ **Meeting:** tables in a square or U shape with chairs around the outside
- ☐ **Tables, round#** _____ **or long#** _____
- ☐ **Chairs#** _____

Classroom: rows of tables surrounded by chairs, rectangular table at front

Multi-use room: round tables with 6-7 chairs at each, rectangular tables for food

Small Gym: 20 rectangular tables in a U shape around gym perimeter, plus 2 tables inside the alcove

Office use

Reserved by _____

(Employee signature)

Within Normal Recreation Center Hours: Yes ☐ No ☐ If No, Approved by: _____

E-mail group ☐ _____

Management Initials

Special Arrangements/Notes: _____

DS
kk

This Agreement is subject and subordinate to the terms and conditions of the addendum attached hereto and incorporated herein.

This Addendum supplements and modifies the Event 4/20/2024 (Agreement), including any additional terms and conditions (such as website terms) that are incorporated by reference into the Agreement, between Oregon State University (OSU and/or Client) and Newport Rec Center (Contractor and/or Dealer). In the event of any conflicts between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum control.

1. Confidentiality: Information, including but not limited to confidential information, that OSU receives under the Agreement is subject to archiving and disclosure requirements (in OSU's reasonable determination) under the Oregon Public Records Law, ORS 192.311 to 192.355.

2. Governing Law: This Agreement is governed by and construed in accordance with the laws of the state where the services are provided or goods are delivered. Issues of OSU authority, sovereignty, and public records are governed by Oregon law. OSU does not waive sovereign immunity or immunity based on the Eleventh Amendment to the Constitution of the United States.

3. Alternative Dispute Resolution: OSU may not be compelled to submit to arbitration or any other form of alternative dispute resolution that is binding.

4. Compliance with Laws: The parties shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, goods or services, employment obligations, and the subject matter of the Agreement. OSU does not waive any rights granted under law.

5. Representations: Contractor represents and warrants that: (a) all services are performed in a good and competent manner and in accordance with industry standards, (b) all goods are provided in good working order and in accordance with their specifications, and (c) all goods and services are free of any claim by any third party. If OSU finds goods and services to be incomplete, defective, faulty, or not in compliance with the Agreement, OSU may reject the goods and services, cancel the Agreement in whole or in part, require Contractor to correct any deficiencies without charge, hold the Contractor responsible for any resulting damages or claims, or any combination thereof.

6. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

7. Termination: The Agreement may be terminated at any time by mutual consent of the parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party.

8. Indemnity: ~~Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act,~~ Each party (an Indemnifying Party) shall indemnify, defend, and hold harmless the other party and its respective officers, trustees, employees, and agents (an Indemnified Party) against claims, expenses, or losses that result from: (i) the Indemnifying Party's negligence, wrongful acts or willful misconduct related to this Agreement; or (ii) third party assertions that the Indemnifying Party's goods, services, or materials provided under the Agreement (including any right to use the foregoing) infringes on or violates any patent, copyright, trade secret, trademark, or other proprietary right of a third party. OSU may join the defense with its own counsel and at its own expense, if OSU determines there is an important government principle at issue. Notwithstanding the foregoing, any indemnification of Contractor by OSU is subject to the lawful availability of funds. Nothing in this Agreement is a waiver by OSU of sovereign immunity or 11th Amendment immunity under the Constitution.

9. Insurance: The required insurance set forth below do not limit, in any way, the amount or scope of liability of Contractor under this Agreement.

~~The insurance types and amounts indicate only the minimum amounts of insurance coverage OSU is willing to accept. Insurance carried by Contractor shall be primary and non-contributory. All policies must be written by companies having an A.M. Best rating of no less than "A-VII" and be authorized to do business in the State of Oregon. Contractor shall secure at its own expense and maintain during the term of the Agreement: General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate and Automobile Liability Insurance, when applicable, with minimum of \$1,000,000 combined single limit per occurrence or accident.~~

~~OSU and its officers, trustees, employees, and agents shall be Additional Insured on Contractor's General Liability Insurance. Each party shall include the other party as Additional Insured for General Liability Insurance. If any policy is written on a claims-made basis, the Contractor warrants that any retroactive date precedes the effective date of this Agreement; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the~~

time that work under this Agreement is completed. Contractor shall comply with ORS 656.017, Worker's Compensation, as applicable. Contractor shall require each of its subcontractors to comply with these requirements. Upon request, Contractor will provide OSU a certificate of insurance.

OSU is self-insured under ORS 352.087, with adequate levels of excess general liability and auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. OSU will not include other entities or individuals as named insured or waive the right of subrogation on its policies. OSU does not include other entities or individuals as Additional Insured(s) on Auto Liability Insurance. ~~OSU's Insurance policies are excess over any other insurance available and will not be required to contribute.~~ OSU and its insurance carriers do not provide notice of cancellation or changes to its insurance to other entities or individuals. Upon request, OSU will provide a certificate of insurance.

10. Extent of OSU's Responsibility: To the greatest extent permitted by law, OSU is only responsible for the conduct of and damages or loss caused by its officers, trustees, employees, and agents in performance of this Agreement.

11. OSU Signatory: OSU's signatory is acting as a representative of OSU and not as an individual. Credit checks, references or other background checks will be for OSU and not OSU's signatory.

12. Payment to Contractor: Payment terms are Net 30 days from receipt of Contractor's undisputed invoice. After 45 days, Contractor may assess overdue account charges, in accordance with ORS 293.462, up to a maximum of 2/3 of 1% per month, but no more than 8% per annum on the outstanding balance. Contractor shall not invoice OSU, and OSU will not pay, for services performed or goods provided prior to execution of the Agreement.

13. Trademarks: Contractor shall not use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters, or other promotional materials without the prior written consent of OSU University Relations and Marketing (URM), which consent may be withheld in OSU's sole discretion.

14. Assignment: Contractor shall not assign the Agreement without the OSU's prior written consent except in the event of sale, merger, consolidation, or change in control; any such prohibited assignment is voidable at OSU's discretion.

15. Force Majeure: Neither party is responsible for delay caused by an event that prevents the party from performing its obligations under the Agreement where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. If delay due to a force majeure event continues for an unreasonable time, then OSU is entitled to terminate the Agreement.

16. No Third Party Beneficiaries: OSU and Contractor are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the 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.

17. Counterparts: This Addendum may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute the same agreement. At the request of a party, the other party shall confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

18. Severability. Any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. This Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of the agreement. The remaining provisions of the Contract shall remain in full force and effect and affected by the illegal, invalid, or unenforceable provision, or by such provision's severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by OSU to enforce a provision of the Contract is not to be construed as a waiver by OSU of this right to do so.

OSU initials: kk Date: 2/7/2024 | 16:41:52 PST

Contractor initials: SN Date: 2/8/2024 | 11:33:06 PST

(Version Dated: January 26, 2023)

Rental Policy Statement:

- 1) City sponsored events will have priority for space.
- 2) Rooms will be scheduled on a first-come, first-served basis. Reservations may be made up to a maximum of twelve (12) months prior to the date and at least 24 hours prior to the rental.
- 3) Applications may be made for no more than 3 consecutive months at a time.
- 4) Applicants must be 21 years of age or older.
- 5) **The date is reserved when application and payment are received.**
- 6) Refunds will be granted with two business days of advance cancellation notice. **Refunds will not be made for events not utilizing the full rental time period.** A \$5.00 cancellation fee will be charged. No fee if refund applied as household credit.
- 7) **No early set-up or late cleanup.** Set up and cleanup times must be included in the rental hours. Other renters may be reserved ahead or behind your time slot.
- 8) Only free-standing decorations are permitted. Do not affix anything to ceiling, walls, doors, columns or windows. Magnets and/or suction cups are acceptable for windows or window frames. **Candles or open flames are prohibited. Rice, birdseed, confetti, dance wax, bubbles, glitter, etc. are not allowed inside or on the outside terrace.**
- 9) Smoking/vaping is not permitted within the facility.
- 10) Alcoholic beverages are not permitted on the premises.
- 11) Weapons & controlled substances are prohibited. Possession will result in removal from the facility.
- 12) Staff has authority to assign rooms as needed.
- 13) Facility renters are responsible for controlling noise that may be disturbing to other activities.
- 14) The City is not responsible for personal injuries, damages, or lost property.
- 15) Desk Staff reserves the right to request a group or organization to relinquish specific time and/or space if the activity conflicts with community-oriented programs.
- 16) The City reserves the right to adjust fees as necessary.
- 17) For your protection, you may obtain Public Liability Insurance while on City property to indemnify against loss resulting from bodily injury and/or property damage through your insurance agent.
- 18) **Facility use requests outside of regular open hours must be approved by management and may incur additional costs.**
- 19) All guests must remain in their allotted rental space unless they have rented other areas.
- 20) **Children are NOT permitted to run, play games, or make noise in the halls or foyer.**

RELEASE FROM LIABILITY AND INDEMNIFICATION

In consideration for and as a condition of the use of the above stated facility, the applicant shall hold the City of Newport, (hereafter known as "City"), its employees and agents harmless from any claim, loss or liability arising out of or related to the applicant's use of the premises, or from any condition of the used premises, including any such claim, loss or liability which may be caused by or contributed to in whole or in part by the City, its employees and agents. The applicant shall indemnify the City, (1) for any damage to the City's property occurring during the use thereof, whether or not the applicant is responsible therefore and (2) for expenses and costs, including attorney's fees, incurred by the City or its employees and agents, in defending against any claims or demands for losses or liability arising from or related to the applicant's use of the premises.

I have read, understand and agree to abide by the Rental Policy Statement and Fees for the type of facility I am applying to rent and I will be present at the facility during its use. I further realize the ramifications of failure to abide by the policies and/or permit requirements. I understand that submittal of this application does not guarantee approval of my application.

DocuSigned by: Purchasing Analyst
Applicant's Signature kimberly kwasny **Date** 2/7/2024 | 16:41:52 PST
4D083A0873DC4A5... Oregon State University

2023-2024 form

NEWPORT AQUATIC CENTER

POOL RENTAL REQUEST FORM

Lap and/or Activity Pool

Date of request: 12/15/23

Name/Group: Oregon State University (Cait Goodwin and Lindsay Carroll)

Contact #: [REDACTED]

Cell #: [REDACTED]

Mailing address: [REDACTED]

Email: [REDACTED]

Date of rental: 4/20/24

Time: 7 am-5 pm

Number in Group: TBD

Total hours of rental: 10 hours

Lap Pool _____ Activity Pool _____ both Pools ☒ Lane Rental _____

FEES:

PER POOL PER HR	Resident	Non-resident	LANE RENTAL	PER 1 HOUR
1-20 people	\$106	\$134	1 lane	\$19
21-40 people	\$127	\$159.50	2 lanes	\$38
41-60 people	\$148	\$185	3 lanes	\$57
61-80 people	\$169	\$211.50	4 lanes	\$76
81-100 people	\$191	\$231	4+ plus lanes	Full pool rental

TOTAL RENTAL FEE: \$ 2120

NOTES:

*Group will be allowed access into the Aquatic Center on Friday night for some preliminary set up.*Rental requests and questions directed to k.naughton@newportoregon.gov – 541-265-4857

This Agreement is subject and subordinate to the terms and condition of the addendum attached hereto and incorporated herein.

2023-2024 form


GENERAL INFORMATION AND REGULATIONS:**ALL RENTALS MUST BE ARRANGED AT LEAST 1 WEEK IN ADVANCE – NO EXCEPTIONS**

1. Individual lanes in the lap pool may be rented up to a maximum of #4, after 4 lanes the entire lap pool must be rented.
2. The lap pool or activity pool may be rented individually or both pools at once.
3. All general pool rules apply
4. Lifeguard must be present at all times during the rental.
5. Rental fee is due:
6. Rental times include locker room time, showering, dressing, or any other party activities pertaining to the rental. You may be asked to exit the pool to accommodate for any such activities.
7. All children under the age of 7 must be accompanied by an adult IN THE WATER. Limit 2 children under 7 per adult.
8. Rentals include all general amenities/equipment available to patrons during typical rec swim.
9. Meeting/Party rooms are to be reserved through the Recreation Center Control desk and can be contacted at 541-265-7783

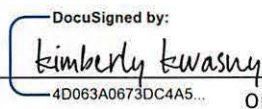
Liability Insurance:

In consideration for an as a condition of the use of the above stated facility, the applicant shall hold the city of Newport, (Hereafter known as the "City") it's employees and agents harmless from any claim, loss, or liability arising out of or related to the applications use of the premises, or from any condition of the used premises, including any such claim, loss or liability which may be caused or contributed to in whole or in party by the City, it's employees, and agents. The application shall indemnify the city (1) for any damages to the City's property occurring during the use thereof, whether or not the applicant is responsible therefore and (2) for expenses and losses.

The Newport Parks and Recreation Department reserves the right to delete, alter, or amend any rule(s), regulation(s), procedure(s), and/or policies as deemed necessary and specified in this Agreement in order to appropriately administer recreational services to the community.

 The undersign acknowledges, and agrees with the information as stated in full and has read this form in completion.

 I have read and understand the Newport Parks and Recreation Pool rentals and procedures.

DocuSigned by:
 Renter's Signature:  Purchasing Analyst Date: 2/7/2024 | 16:52:43 PST
 4D063A0673DC4A5... Oregon State University

Please sign and return to the sender's email or directly to the aquatic center office.

Newport Aquatic Center mailing address: 169 SW Coast Highway. Newport, OR 97365

 This Agreement is subject and subordinate to the terms and conditions of the addendum attached hereto and incorporated herein.

This Addendum supplements and modifies the Event 4/20/2024 (Agreement), including any additional terms and conditions (such as website terms) that are incorporated by reference into the Agreement, between Oregon State University (OSU and/or Client) and Newport Aquatic Center (Contractor and/or Dealer). In the event of any conflicts between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum control.

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time that work under this Agreement is completed. Contractor shall comply with ORS 656.017, Worker's Compensation, as applicable. Contractor shall require each of its subcontractors to comply with these requirements. Upon request, Contractor will provide OSU a certificate of insurance.

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12. Payment to Contractor: Payment terms are Net 30 days from receipt of Contractor's undisputed invoice. After 45 days, Contractor may assess overdue account charges, in accordance with ORS 293.462, up to a maximum of 2/3 of 1% per month, but no more than 8% per annum on the outstanding balance. Contractor shall not invoice OSU, and OSU will not pay, for services performed or goods provided prior to execution of the Agreement.

13. Trademarks: Contractor shall not use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters, or other promotional materials without the prior written consent of OSU University Relations and Marketing (URM), which consent may be withheld in OSU's sole discretion.

14. Assignment: Contractor shall not assign the Agreement without the OSU's prior written consent except in the event of sale, merger, consolidation, or change in control; any such prohibited assignment is voidable at OSU's discretion.

15. Force Majeure: Neither party is responsible for delay caused by an event that prevents the party from performing its obligations under the Agreement where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such events include without limitation fire, riot, acts of nature, pandemic, epidemic or other health emergency as declared by the health authority, terrorist acts, or other acts of political sabotage or war. If delay due to a force majeure event continues for an unreasonable time, then OSU is entitled to terminate the Agreement.

16. No Third Party Beneficiaries: OSU and Contractor are the only parties to the Agreement and are the only parties entitled to enforce its terms. Nothing in the 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.

17. Counterparts: This Addendum may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which will be considered an original and all of which together will constitute the same agreement. At the request of a party, the other party shall confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

18. Severability. Any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. This Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of the agreement. The remaining provisions of the Contract shall remain in full force and effect and affected by the illegal, invalid, or unenforceable provision, or by such provision's severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by OSU to enforce a provision of the Contract is not to be construed as a waiver by OSU of this right to do so.

OSU initials: SN Date: 2/7/2024 | 16:52:43 PST

Contractor initials: SN Date: 2/8/2024 | 11:33:06 PST

Newport Recreation Center

Facility Use Reservation Contract

225 SE Avery St. Newport, OR. 97365 • (541)265-7783 FAX (541)574-6596

Organization Name: Oregon State University – Oregon Sea Grant

Applicant Name: Cait Goodwin

Address: [REDACTED] City: [REDACTED] Zip: [REDACTED]

Work Phone: [REDACTED] Cell Phone: [REDACTED] FAX: [REDACTED]

Day(s) of Week: Saturday Date(s) of Use: April 20, 2024

Rental Hours (*must include set-up & clean-up times*): From: 7:00am To: 5:00pm

Type of Activity: Robotics Competition **Number Attending:** 300

Event Theme and name of honoree: _____

Select Room and Room Arrangement: Capacity# is based on no tables and chairs. Capacity number decreases with table and chair setup. Food & Beverages (**F&B**) are NOT allowed in Gyms and some rooms that have carpeting. **Please include SET-UP & CLEAN-UP time with your reservation. No early access to rooms & events must end on time as other renters will need to access the room.**

Room type	Cost PER HOUR	Resident	Non-Resident
<input checked="" type="checkbox"/> 117 Classroom (max. #36)		\$22.50	\$26.50
<input type="checkbox"/> 105 Meeting room (max. #35) No F&B		\$22.50	\$26.50
<input type="checkbox"/> 129 Aerobics room (max. #40) No F&B		\$28.00	\$34.00
<input checked="" type="checkbox"/> 124 A & B Multi-use room (max. #132)		\$72.50	\$87.50
<input type="checkbox"/> 124B 1/2 Multi-use room (max. #66) Kitchen use extra		\$36.50	\$43.50
<input type="checkbox"/> 124A 1/2 Multi-use room (max. #66)		\$36.50	\$43.50
<input checked="" type="checkbox"/> Kitchen use in 124 B or 124 A & B		\$7.50	\$9.00
<input type="checkbox"/> Full main gym (max. #638) No F&B		\$73.00	\$88.00
<input type="checkbox"/> 1/2 main gym (max. #319) No F&B		\$37.25	\$44.50
<input checked="" type="checkbox"/> Small gym (max. #366) No F&B		\$37.25	\$44.50

Extras & Equipment:

<input checked="" type="checkbox"/> Portable sound system or TV monitor/CPU	\$21.50	\$26.00
<input type="checkbox"/> Polycom Conference Phone	\$18.50	\$22.50
<input type="checkbox"/> 30 or 100 cup Coffeemaker	\$21.50	\$26.00

(renters must provide your own coffee & supplies)

<input type="checkbox"/> Play Equipment (newborn thru age 4)	\$7.50	\$9.00
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Swimming: Does your group plan to swim? ☐ Yes Number of swimmers 6-8 divers

Swim times: 8:00am to 4:00p,

Pool capacity restrictions may be in place due to staffing. Also, individual members will be able to use the pool throughout the day. A reservation does not mean you will have the pool to yourselves. Group users should be prepared to wait to swim if pool has reached its capacity limit. To guarantee group pool use, reservations are required in advance, please email: play@NewportOregon.gov.

DocuSigned by: _____ Purchasing Analyst
Applicant's Signature: kimberly kwasny **Date:** 2/7/2024 | 16:41:52 PST
 4D063A0673DC4A5... Oregon State University

dk/Control Desk/Info for Us/form/facility rental-updated 11/15/23

kk This Agreement is subject and subordinate to the terms and conditions of the addendum attached hereto and incorporated herein

Room Set-up Requests

Please choose a room set-up from the list below OR draw a diagram below for room set up

☒ **Classroom:** rows of tables surrounded by chairs, rectangular table at front

☐ **Conference:** rows of chairs facing front, rectangular table at front

☒ **Dining** (multi-use room): round tables with 6-7 chairs at each, rectangular tables for food

☐ **Reception:** round/rectangular tables at end of room, chairs around perimeter of room

☐ **Meeting:** tables in a square or U shape with chairs around the outside

☐ **Tables, round#** _____ **or long#** _____

☐ **Chairs#** _____

Classroom: rows of tables surrounded by chairs, rectangular table at front

Multi-use room: round tables with 6-7 chairs at each, rectangular tables for food

Small Gym: 20 rectangular tables in a U shape around gym perimeter, plus 2 tables inside the alcove

Office use

Reserved by _____

(Employee signature)

Within Normal Recreation Center Hours: Yes ☐ No ☐ If No, Approved by: _____

E-mail group ☐ _____

Management Initials

Special Arrangements/Notes: _____

Rental Policy Statement:

- 1) City sponsored events will have priority for space.
- 2) Rooms will be scheduled on a first-come, first-served basis. Reservations may be made up to a maximum of twelve (12) months prior to the date and at least 24 hours prior to the rental.
- 3) Applications may be made for no more than 3 consecutive months at a time.
- 4) Applicants must be 21 years of age or older.
- 5) **The date is reserved when application and payment are received.**
- 6) Refunds will be granted with two business days of advance cancellation notice. **Refunds will not be made for events not utilizing the full rental time period.** A \$5.00 cancellation fee will be charged. No fee if refund applied as household credit.
- 7) **No early set-up or late cleanup.** Set up and cleanup times must be included in the rental hours. Other renters may be reserved ahead or behind your time slot.
- 8) Only free-standing decorations are permitted. Do not affix anything to ceiling, walls, doors, columns or windows. Magnets and/or suction cups are acceptable for windows or window frames. **Candles or open flames are prohibited. Rice, birdseed, confetti, dance wax, bubbles, glitter, etc. are not allowed inside or on the outside terrace.**
- 9) Smoking/vaping is not permitted within the facility.
- 10) Alcoholic beverages are not permitted on the premises.
- 11) Weapons & controlled substances are prohibited. Possession will result in removal from the facility.
- 12) Staff has authority to assign rooms as needed.
- 13) Facility renters are responsible for controlling noise that may be disturbing to other activities.
- 14) The City is not responsible for personal injuries, damages, or lost property.
- 15) Desk Staff reserves the right to request a group or organization to relinquish specific time and/or space if the activity conflicts with community-oriented programs.
- 16) The City reserves the right to adjust fees as necessary.
- 17) For your protection, you may obtain Public Liability Insurance while on City property to indemnify against loss resulting from bodily injury and/or property damage through your insurance agent.
- 18) **Facility use requests outside of regular open hours must be approved by management and may incur additional costs.**
- 19) All guests must remain in their allotted rental space unless they have rented other areas.
- 20) **Children are NOT permitted to run, play games, or make noise in the halls or foyer.**

RELEASE FROM LIABILITY AND INDEMNIFICATION

In consideration for and as a condition of the use of the above stated facility, the applicant shall hold the City of Newport, (hereafter known as "City"), its employees and agents harmless from any claim, loss or liability arising out of or related to the applicant's use of the premises, or from any condition of the used premises, including any such claim, loss or liability which may be caused by or contributed to in whole or in part by the City, its employees and agents. The applicant shall indemnify the City, (1) for any damage to the City's property occurring during the use thereof, whether or not the applicant is responsible therefore and (2) for expenses and costs, including attorney's fees, incurred by the City or its employees and agents, in defending against any claims or demands for losses or liability arising from or related to the applicant's use of the premises.

I have read, understand and agree to abide by the Rental Policy Statement and Fees for the type of facility I am applying to rent and I will be present at the facility during its use. I further realize the ramifications of failure to abide by the policies and/or permit requirements. I understand that submittal of this application does not guarantee approval of my application.

DocuSigned by: Purchasing Analyst
Applicant's Signature Kimberly Kwasny **Date** 2/7/2024 | 16:41:52 PST
 4D063A0673DC4A5... Oregon State University

OREGON STATE UNIVERSITY ADDENDUM

Event 4/20/2024

This Addendum supplements and modifies the (Agreement), including any additional terms and conditions (such as website terms) that are incorporated by reference into the Agreement, between Oregon State University (OSU and/or Client) and Newport Rec Center (Contractor and/or Dealer). In the event of any conflicts between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum control.

1. Confidentiality: Information, including but not limited to confidential information, that OSU receives under the Agreement is subject to archiving and disclosure requirements (in OSU's reasonable determination) under the Oregon Public Records Law, ORS 192.311 to 192.355.

2. Governing Law: This Agreement is governed by and construed in accordance with the laws of the state where the services are provided or goods are delivered. Issues of OSU authority, sovereignty, and public records are governed by Oregon law. OSU does not waive sovereign immunity or immunity based on the Eleventh Amendment to the Constitution of the United States.

3. Alternative Dispute Resolution: OSU may not be compelled to submit to arbitration or any other form of alternative dispute resolution that is binding.

4. Compliance with Laws: The parties shall comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, goods or services, employment obligations, and the subject matter of the Agreement. OSU does not waive any rights granted under law.

5. Representations: Contractor represents and warrants that: (a) all services are performed in a good and competent manner and in accordance with industry standards, (b) all goods are provided in good working order and in accordance with their specifications, and (c) all goods and services are free of any claim by any third party. If OSU finds goods and services to be incomplete, defective, faulty, or not in compliance with the Agreement, OSU may reject the goods and services, cancel the Agreement in whole or in part, require Contractor to correct any deficiencies without charge, hold the Contractor responsible for any resulting damages or claims, or any combination thereof.

6. Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract.

7. Termination: The Agreement may be terminated at any time by mutual consent of the parties or by OSU upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party.

8. Indemnity: Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Each party (an Indemnifying Party) shall indemnify, defend, and hold harmless the other party and its respective officers, trustees, employees, and agents (an Indemnified Party) against claims, expenses, or losses that result from: (i) the Indemnifying Party's negligence, wrongful acts or willful misconduct related to this Agreement; or (ii) third party assertions that the Indemnifying Party's goods, services, or materials provided under the Agreement (including any right to use the foregoing) infringes on or violates any patent, copyright, trade secret, trademark, or other proprietary right of a third party. OSU may join the defense with its own counsel and at its own expense, if OSU determines there is an important government principle at issue. Notwithstanding the foregoing, any indemnification of Contractor by OSU is subject to the lawful availability of funds. Nothing in this Agreement is a waiver by OSU of sovereign immunity or 11th Amendment immunity under the Constitution.

9. Insurance: The required insurance set forth below do not limit, in any way, the amount or scope of liability of Contractor under this Agreement.

The insurance types and amounts indicate only the minimum amounts of insurance coverage OSU is willing to accept. Insurance carried by Contractor shall be primary and non-contributory. All policies must be

written by companies having an A.M. Best rating of no less than "A-VII" and be authorized to do business in the State of Oregon. Contractor shall secure at its own expense and maintain during the term of the Agreement: General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate and Automobile Liability Insurance, when applicable, with minimum of \$1,000,000 combined single limit per occurrence or accident.

OSU and its officers, trustees, employees, and agents shall be Additional Insured on Contractor's General Liability Insurance. Each party shall include the other party as Additional Insured for General Liability Insurance. If any policy is written on a claims-made basis, the Contractor warrants that any retroactive date precedes the effective date of this Agreement; and that continuous coverage will be maintained or tail coverage will be purchased for a period of two (2) years beginning from the

time that work under this Agreement is completed. Contractor shall comply with ORS 656.017, Worker's Compensation, as applicable. Contractor shall require each of its subcontractors to comply with these requirements. Upon request, Contractor will provide OSU a certificate of insurance.

OSU is self-insured under ORS 352.087, with adequate levels of excess general liability and auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. OSU will not include other entities or individuals as named insured or waive the right of subrogation on its policies. OSU does not include other entities or individuals as Additional Insured(s) on Auto Liability Insurance. OSU's Insurance policies are excess over any other insurance available and will not be required to contribute. OSU and its insurance carriers do not provide notice of cancellation or changes to its insurance to other entities or individuals. Upon request, OSU will provide a certificate of insurance.

10. Extent of OSU's Responsibility: To the greatest extent permitted by law, OSU is only responsible for the conduct of and damages or loss caused by its officers, trustees, employees, and agents in performance of this Agreement.

11. OSU Signatory: OSU's signatory is acting as a representative of OSU and not as an individual. Credit checks, references or other background checks will be for OSU and not OSU's signatory.

12. Payment to Contractor: Payment terms are Net 30 days from receipt of Contractor's undisputed invoice. After 45 days, Contractor may assess overdue account charges, in accordance with ORS 293.462, up to a maximum of 2/3 of 1% per month, but no more than 8% per annum on the outstanding balance. Contractor shall not invoice OSU, and OSU will not pay, for services performed or goods provided prior to execution of the Agreement.

13. Trademarks: Contractor shall not use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters, or other promotional materials without the prior written consent of OSU University Relations and Marketing (URM), which consent may be withheld in OSU's sole discretion.

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OSU initials: SK Date: 2/7/2024 | 16:41:52 PST

Contractor initials: SN Date: 2/8/2024 | 11:33:06 PST

(Version Dated: January 26, 2023)