



FACILITY USE AGREEMENT
Oregon Department of Fish & Wildlife Hunter Education Program

Facility: _____

Facility Representative (print): _____

Address: _____

Phone: _____ **Fax:** _____

User: Oregon Department of Fish and Wildlife (ODFW)

Name of ODFW Staff Representative: _____

Address: 4034 Fairview Industrial Drive SE, Salem Oregon 97302.

Phone: 503-947- _____ **Fax:** 503-947-6009

Name of ODFW Instructor / Local Contact: _____

Phone: _____ **E-Mail:** _____

Facilities to be used or provided: _____

Rooms or Equipment: _____

Term of Agreement: MM ____/DD ____YY/ ____ **Thru** MM ____/DD ____YY/ ____

Class Dates: _____ **Times:** _____

(not applicable if term is through Fiscal year)

Fees: YES: _____ NO: _____ User to pay a use fee of \$ _____

Deposit: YES: _____ NO: _____ User to pay a deposit of \$ _____

Indemnification: See Attachment A, Indemnification (mandatory)

Terms and Conditions: See Attachment A, Standard Terms & Conditions (mandatory)

Facility Requires a Certificate of Insurance: ☐ YES ☐ NO

By execution of this agreement, both parties acknowledge they have read this agreement and understand it. Additionally, by signature below, signer represents he/she has the authority to bind the named entity and agrees to be bound by this agreement's terms and conditions:

Facility:

Authorized Signature: _____ Date: _____

ODFW Staff Representative:

Authorized Signature: _____ Date: _____

Attachment A

INDEMNIFICATION

State of Oregon Responsibility: The State of Oregon agrees to be responsible for any damage or any third party liability which may arise from its participation in the _____ 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, to the extent of liability arising out of the negligence of the State. The State shall not be required to indemnify or defend the _____ (Facility) for any liability arising out of the wrongful acts of employees or agents of the _____ (Facility).

GENERAL LIABILITY

Tort Claims Act Form, Per Occurrence (Refer to ORS 30.270)

Property damage:

Any single claimant	\$112,000
All claimants	\$560,000

All other:

Any single claimant	\$2,048,300
All claimants	\$4,096,600

Coverage effective date: 07/01/2015 – 06/30/2016

STANDARD TERMS AND CONDITIONS

1. PAYMENT: Payment for completion of State contracts is normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month (8% APR) on the outstanding balance (ORS 293.462).

2. TERMINATION: This contract may be terminated by mutual consent of both parties or by the State at its discretion. The State may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by the State. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

3. FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this contract.

4. HOLD HARMLESS: Contractor shall indemnify, defend and hold harmless the State and its divisions, officers, employees, agents and members, from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under this contract.

5. ACCESS TO RECORDS: The Contractor shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principle and shall maintain any other records relating to this contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to perform examination, and audits and make excerpts and transcripts.

6. SEVERABILITY: If any provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held invalid.

7. WAIVER: Failure of the State to enforce any provision of this contract shall not be a waiver or relinquishment by the State of its right to such performance in the future nor of the right to enforce any other provisions of this contract.

8. GOVERNING LAW; JURISDICTION, VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the State (and/or any other agency or department of the State of Oregon) and the contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

9. COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the provision of goods under this contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336). ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.