

Tigard-Tualatin School District
Field Use Form

This Agreement, made and entered into as of the ____ day ____(TBA)__, by and between Tigard-Tualatin School District, hereinafter referred to as Owner, and (name) hereinafter referred to as User is to establish field use permission for User.

Whereas, Owner desires to cooperatively share outdoor facilities

Whereas, User wants to use the fields on an established schedule for sporting events and practice under the terms and conditions hereinafter described;

Now, Therefore, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Owner:
Agrees to maintain to the extent possible the grounds and permanent installations on those grounds. Exhibit A, attached hereto and made a part hereof defines the grounds to be utilized by User.

2. User:
Agrees to repair any damage caused to grounds and permanent facilities by User. User is responsible for any and all portable equipment, tools, machines and devices they bring onto Owner's property. User will secure any such items and store those items only where permitted by Owner. Exhibit B designates storage areas for each area utilized by User. User agrees to accept grounds and buildings in their current condition.

3. Compensation:
Owner agrees that _____ compensation is necessary for User to access grounds and facilities. User agrees that any permanent facility, change or landscaping will only be done after full approval has been received from the Owners Operations Department.

To seek approval, User shall contact Operations to discuss plans and may be required to secure and submit building permits, architectural or engineering plans and other items deemed necessary to reach approval.

Owner agrees to promptly review plans and expedite approval. Owner will have a staff member on site at whenever construction is undertaken.

Owner will take possession and responsibility for all permanent installations and landscaping. This includes access and use of said facilities by Owner.

4. User is an Independent Representative:
 - A. User is an independent Representative for all purposes. Owner shall receive only the compensation provided for under Part 3. Representative shall report to the Owner, and all work performed by the User shall be coordinated with the Owner.
 - B. User shall be responsible for any damages sustained by Owner which are a result of the User's negligence. In that connection, User agrees to hold Owner harmless from any and all liability, loss or damages, including reasonable attorney's fees and other defense costs, incurred by Owner by reason in whole or in part of the negligence of User.
5. Early Termination:
 - A. Unless extended by mutual consent of the parties, this agreement shall terminate upon completion of the scope of services. This agreement may be terminated before such completion by mutual consent of the parties, or by either party upon 10 days written notice to the other, delivered by certified mail or in person, under any of the following conditions:
 - 1) If funding is not obtained and continued at levels sufficient to allow for payment as provided herein. Upon agreement of the parties, this agreement may be modified to accommodate reduced available funding.
 - 2) If federal or state regulations or guidelines are changed to prohibit or render inappropriate the purchase of the User's services.
 - 3) If any license or certificate required by law or regulation to be held by the User is for any reason denied, revoked or not renewed.
 - B. Owner may terminate the whole or any part of this agreement upon the User's failure to perform any of the provisions of the agreement or if he fails to pursue the work so as to endanger performance of the agreement or if he fails to provide services prescribed herein within the time specified or any extension thereof. Provided, however, that written notice of such failure

shall be given to User and if User corrects the said failure within said ten (10) day period, then this provision shall not apply.

- C. Upon termination of this contract for any reason as herein provided, User shall be entitled to payment for all services rendered by User up to the day of termination. Such final payment shall be in full satisfaction of all claims by User against Owner under this agreement.
- D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of User or Owner which accrued prior to such termination.

5. Access to records:

Owner shall have access to such books, documents, papers and records of User as are directly pertinent to this agreement for the purpose of making audit, examination, excerpts and transcripts.

6. Work is Property of Owner:

All work performed by the User under this agreement shall be the property of Owner.

7. Adherence to law:

- A. User shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, equal employment, non-discrimination, and minimum and prevailing wage requirements.
- B. User agrees to abide by all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 of the Vietnam Readjustment Act of 1974, and Section 503 of the Rehabilitation Act of 1973.

8. Indemnity and Insurance

- A. User's Indemnity: The User shall indemnify, defend and hold the owner its board members, officers and its employees harmless from and against all claims, suits, losses, costs and expenses for

bodily injury and damage to property that may arise from or relate to the performance of the User's services, to the extent caused by the negligent acts of the User. The User shall not be required to indemnify the Owner for any acts, omissions or negligence of the Owner.

- B. **Owner's Indemnity:** The Owner shall indemnify and hold the User and its employees harmless from all claims for bodily injury and damage to property that may arise in connection with the project to the extent caused by the negligent acts or omissions of the Owner.

SECTION II GENERAL PROVISIONS

1. **ACCEPTANCE:** Issuance of an Order shall constitute acceptance of the offer including all the terms and conditions specified in the solicitation. Receipt of an Order shall cause initiation of performance by the Vendor. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.
2. **APPLICABLE LAW AND DISPUTES:** Any dispute with respect to this Order shall be governed by the Oregon Attorney General's Model Public Contract Rules and the Tualatin School Board Policies.
3. **ASSIGNMENT:** This Order or any interest hereunder shall not be assigned or transferred by the Vendor without the prior written consent of the District. The District shall not consent to any proposed assignment unless and until the Vendor furnishes the District with two (2) executed copies of the assignment.
4. **BANKRUPTCY:** The District may terminate this Agreement in whole or in part by written or telegraphic notice:
 - A. If the Vendor shall become insolvent or makes a general assignment for the benefit of creditors: or
 - B. If a petition under any bankruptcy act or similar statute is filed by or against the Vendor and is not vacated within ten (10) days after it is filed. Termination under this clause shall be in accordance with "Termination For Default" clause.
5. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Vendor shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder. Including, the applicable provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act of 1970, the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and all regulations and standards and any amendments issued pursuant thereto. If the Vendor fails to comply with such acts and regulations, the District shall have the right to immediately terminate this agreement.

6. **IDENTIFICATION OF VENDOR'S EMPLOYEES:** The Vendor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work site to display such identification as may be approved by the District.
All prescribed identification shall immediately be delivered to the District, for cancellation upon the release of any Vendor employee. The Vendor shall include a clause containing the substance of this clause in all subcontracts hereunder.
6. **VENDOR'S TAX ID NUMBER:** If goods or services procured through the RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the District before payment will be made. Awarded Vendor must complete a W9 form.
7. **INSURANCE: If applicable,** before commencing work, Vendor shall procure and maintain insurance with an insurance carrier satisfactory to the District. Certificates of such insurance issued by the Vendor's insurance carrier shall be filed with District before commencement of work. District shall be additionally insured on auto and liability policies:
 - A. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY-As required by statute.
 - B. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles:
\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate.
 - C. COMMERCIAL GENERAL LIABILITY to include premises operations, independent Vendors, products/completed operations, and blanket contractual:
\$1,000.00 Combined Single Limit Bodily Injury, Property Damage, and personal injury-any one occurrence and in the aggregate.
 - D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of Vendor and employees with a limit of \$1,000,000.00 per occurrence.
 - E. Certificates of Insurance shall be issued to Tigard-Tualatin School District, Attn: Purchasing Department, 6960 SW Sandburg Street, Tigard, OR 97223
 - F. The Vendor agrees to pay for the insurance specified and agrees to provide the District with a 30 days notice of cancellation if non-renewal occurs during the agreement period.
 - G.
8. **DELAYS:** The Vendor shall not be liable for any delays in delivery caused by circumstances beyond its control including acts of God or of the public enemy, acts of the United States Government, fire, floods, epidemics, quarantine restrictions, strikes, or embargoes. When any delays in delivery will occur or are anticipated the Vendor shall immediately give notice thereof to the District.
9. **INDEMNIFICATION:** Except for claims arising out of acts caused by the sole negligence of the District, its agents, servants or employees, the Vendor, and employees of such, agrees to indemnify and hold harmless the District, its agents, servants, and employees, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants, and employees, causing injury to, or death of person (s) or damage to property arising out of services provided and from

any expense incident to the defense of the District therefrom. The Vendor agrees to hold the District harmless from and to defend it against, any and all claims arising out of this Agreement.

10. **NON-DISCRIMINATION: The Vendor shall comply** with the applicable provisions of the Federal Civil Rights Act of 1964 and all Amendments thereto and the Equal Employment Opportunity Act and all amendments thereto, the Tigard-Tualatin School Board Policy, and all regulations issued thereunder by the Federal and State governments. If the Vendor fails to comply with such acts and regulations, the District shall have the right to immediately terminate this Agreement.
11. **NO WAIVER OF CONDITIONS:** The District's failure to insist upon strict compliance shall not be deemed to be a waiver of any right and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.
12. **TERMINATION FOR CONVENIENCE:** The District may terminate a contract, in whole or in part without showing cause upon giving written notice to the Vendor. The District shall pay all reasonable costs incurred by the Vendor up to the date of termination. The Vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.
13. **TERMINATION FOR DEFAULT:**
 - A. The District may, at its option, terminate or cancel an agreement, for any material violation of the provisions of the Agreement. Such provisions generally include, but are not limited to:
 - i. Standard terms and conditions included in all Contracts
 - ii. Product or service Specifications
 - iii. Delivery or completion requirements; or
 - iv. Pricing and price escalation/de-escalation clauses
 - B. The District's termination of an agreement or of a Vendor's performance shall not restrict or abrogate any other remedy available to the District that is provided either by law or under the Agreement, unless other remedies are expressly limited by the terms of the Agreement.
 - C. Unless otherwise agreed upon in the Agreement, the District will provide the Vendor Written notice of its intent to terminate the Agreement or the Vendor's performance. If the Vendor provided a performance and payment bond, the surety shall also be provided with a copy of the notice of termination. Unless otherwise provided in the Agreement, the notice shall include:
 - i. The effective date of termination (which may be the date of notice receipt);
 - ii. The grounds for termination,
 - iii. Notice of the time (if any) in which the District will permit the Vendor to correct the failure to perform.
14. **NON-EXCLUSIVE AGREEMENT:** This is not an exclusive agreement. Due to unique or special needs the District reserves the right to add/delete items or installation services as necessary. The District reserves the right to utilize other contracts established by governmental agencies or through separate procurement actions as determined in the sole discretion of the District.

