

RECITALS

- A.** Reed owns and operates Reed College, a private liberal arts college located in Portland, Oregon.
- B.**

term of this Agreement, except for normal cleaning services as provided for by the regular custodial force employed by Reed. If Reed determines that Licensee's use of the Facilities has required additional cleaning at the end of Event inspection, Licensee shall be billed for additional cleaning charges.

- 1.5 FINAL BALANCE.** Final balance and additional costs specific to the Event (e.g., additional equipment rental, A/V equipment rental, left items, overtime personnel costs, and other items mutually agreed upon by Licensee and Reed to be provided by Reed for the Event) are due and payable, by one check, upon receipt of invoice. Any balances remaining after sixty (60) days from the balance due date shall be subject to a late charge of one and one-half percent (1.5%), compounded monthly.
- 1.6 PAYMENT.** Amounts owing hereunder may be paid by check (made out to Reed College) or credit card (MasterCard or Visa). Credit card payments are subject to a processing fee. Payments can be consolidated into one check.

2.

- 2.1 ACCEPTANCE.** Licensee shall promptly, and in no event more than fifteen (15) days from the date this Agreement is delivered (whether electronically or in hard copy) to Licensee, return a signed copy of this Agreement to Reed. Terms, rates for charges, and availability of facilities and services set forth in this Agreement are subject to change or modification by Reed prior to execution of this Agreement by Reed.
- 2.2 EFFECTIVE DATE.** This Agreement is not binding until countersigned by Reed. The date of execution by Reed shall be the "Effective Date" of this Agreement.

3.

- 3.1 LICENSE.** Reed hereby grants Licensee a non-exclusive license (the "License") to use that portion of the Premises identified on Exhibit A attached (the "Facility" or "Facilities") for the Event described in the attached Exhibit A (the "Event") on the dates and during the times set forth on Exhibit A (the "License Term"). In consideration of the License, Licensee agrees to pay Reed the amounts set forth in Exhibit A.
- 3.1.1 The License Term may not be extended without the express written permission of Reed. In the event such permission is granted, charges for all additional time shall be paid by Licensee in accordance with Reed's schedule of fees.
- 3.1.2 Licensee acknowledges and agrees that it will not have exclusive use of the Facilities. Licensee agrees to conduct its activities so as not to interfere with activities carried on by Reed or by any other party on the Premises.
- 3.1.3 The terms and conditions of this Agreement do not require Reed to relinquish control of its facilities, equipment, and/or services to Licensee.
- 3.2 SETUPS AND CONFIRMATION.** The License does not include the right to use Reed's equipment located at the Facilities, including but not limited to furniture and audio/visual ("A/V") equipment. Such use requires additional approval by Reed and is subject to separate charges.
- 3.2.1 At least thirty (30) days prior to Licensee's Event, Licensee shall place an order with Reed for room setup, equipment, audio-visual requirements, labor and personnel, lighting and sound, technical and dress rehearsal dates and requirements, food service and alcohol arrangements, and all other requirements.
- 3.2.2 Upon receipt of an order under Section 3.2.1, Reed will provide Licensee with a final price estimate, along with equipment rental and floor plans for approval. Licensee may not commence setup prior to delivery of such estimates, floor plans, and setups. All equipment and labor is subject to availability.
- 3.2.3 Reed reserves the right to refuse certain requests placed fewer than fifteen (15) days prior to commencement of the Event. Any changes made by Licensee less than fifteen (15) days prior to commencement of the Event are subject to Reed's then-current staffing charge.
- 3.2.4 Licensee shall furnish everything necessary to the Event not specifically agreed to be furnished by Reed. Reed does not provide athletic equipment for sports-oriented events. Rental of any or all of the

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. . If Licensee requires lodging for attendees at Licensee's Event, the parties shall execute a separate Lodging Addendum in the form attached as Exhibit C.

5. . If Licensee requires meals or catering for guests at Licensee's Event, the parties shall execute a separate Meals and Catering Addendum in the form attached as Exhibit B.

6. .

6.1 TERM. This Agreement shall commence on the date of execution and payment of the Initial Deposit, and shall continue through the expiration of the License Term.

6.2 TERMINATION BY REED FOR BREACH. This Agreement may be terminated by Reed by written notice to Licensee: (a) upon breach by Licensee of any payment obligation hereunder if such breach remains uncured for ten (10) days following written notice specifying the breach; or (b) upon any other breach of this Agreement by Licensee if such breach remains uncured for thirty (30) days following written notice specifying the breach.

6.3 TERMINATION BY LICENSEE FOR BREACH. This Agreement may be terminated by Licensee upon breach of this Agreement by Reed if such breach remains uncured for thirty (30) days following written notice specifying the breach.

6.4 CANCELLATION OF EVENT BY LICENSEE. In the event Licensee cancels the Event, Licensee may terminate this Agreement upon written notice to Reed stEipon written namVten4eiTj/T1_3 1il7gkTj028-1.333 Td(6.)90 (1)T/Σpan/A

for fulfillment of this Agreement as reasonably determined by Reed.

- 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 commenced, Licensee shall pay for use of the Facilities up to the time of termination; and (b) Reed will work with Licensee to find alternative dates or other solutions.

6.6 SAFETY. Reed may interrupt or terminate the Event when, in the sole judgment of Reed, such is necessary in the interest of public safety. Licensee hereby waives any claim for damages or compensation should the Event be interrupted or terminated under this Section 6.6.

6.7 ADDITIONAL REED REMEDIES. In the event of any material breach of this Agreement by Licensee, Reed shall have the right to require that Licensee vacate the Facilities, forfeit any deposit, and pay the contracted rate for meals, equipment, and Facilities.

7.1 INDEMNITY BY LICENSEE. Licensee shall defend, indemnify, reimburse, and hold harmless Reed and its trustees, officers, employees, agents, insurers, successors, and aDC (p g(bndevildaITy da 2223)30 (eelasod aP)2 (erthy2224)76(, acclotio

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 ATTORNEYS' 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

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

THE REED INSTITUTE

SIGNED BY

TITLE

DATE

SIGNATURE

LICENSEE

NAME OF LICENSEE

TITLE

DATE

SIGNATURE

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

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.

2.1 The dining hall manager must approve requests for extended meal times before Licensee distributes any program information for the Event. If meal times are extended, Licensee shall pay Reed's then-current charges for extended service hours.

2.2 Licensee shall pay for all scheduled meals based on Licensee's daily registration count. No discount or refund will be given for individual attendees who do not attend meals.

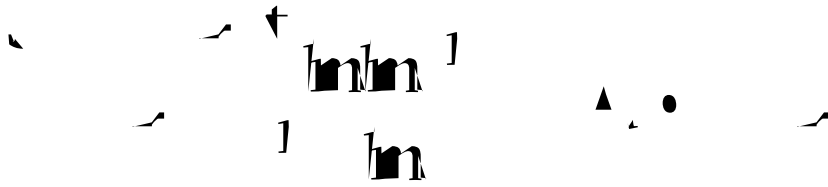
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EXHIBIT C | LODGING ADDENDUM

This Lodging 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 Lodging Addendum supplements and is made a part of the Facilities Summer License Agreement between the parties executed contemporane

REED COLLEGE



- 4. FINAL DORM AND REGISTRATION LIST.** Licensee shall provide Reed with an electronic final dorm and registration list (alphabetized and by room assignment) no later than four (4) hours after arrival, and at the end of each day if changes have been made.
- 5. CONFERENCE HOST.** From 8 a.m. to 10 p.m. daily, Reed shall provide a dorm conference host to answer attendees' questions, direct them to services, and to provide linens and rented dorm equipment.
- 6. CHECK-IN.** Licensee's attendees may not occupy their assigned lodging until 4 p.m. on their arrival date. Attendees may check in at the conference's registration site during the conference's normal registration/office hours. After-hours check-in shall be the responsibility of Licensee.
- 7. DEPARTURE.** Licensee's attendees must vacate their assigned lodging by 11 a.m. on the last day of the Event. Late departures may result in a \$200 late departure fee, or one-half of the entire group's daily lodging rate, whichever is greater.
- 8. EARLY ARRIVALS.** No early arrivals are authorized. Licensee shall obtain approval from Reed regarding any early arrivals or late departures thirty (30) days prior to arrival.
- 9. CHANGE IN BUILDING ASSIGNMENT.** Reed reserves the right to change building assignments for lodging.
- 10. ADDITIONAL ITEMS.** The following items are not included in the lodging rates: linens, desk lamps, phones, and fans. If Licensee orders such items, Licensee agrees to pay for such items at the rates set forth on Reed's Equipment Rental Rate Sheet.
- 11. EFFECT ON LICENSE AGREEMENT.** This Addendum supplements and is intended to be a part of the License Agreement. Nothing in this Addendum is intended to amend the terms of the License Agreement.
- 12. COUNTERPARTS AND EXECUTION.** This Lodging Addendum may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single agreement. Facsimile signatures will be deemed original signatures for all purposes under this Addendum. When properly signed, this Addendum may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

THE REED INSTITUTE

LICENSEE

SIGNED BY

NAME OF LICENSEE

TITLE

SIGNED BY

SIGNATURE

DATE

SIGNATURE

DATE