

OSU Supplier Showcase 2015
Terms & Conditions

1. LaSells Stewart Center Policies: Vendors shall abide by the LaSells Stewart Center policies which are located at <http://oregonstate.edu/lasells/policies>.
2. Canvass Marketing: Vendors are prohibited from canvass marketing outside of the Facility by distributing advertising materials to persons, private automobiles or buildings within the Oregon State University Corvallis campus.
3. Cancellation: Cancellation requests must be made in writing to conferences@oregonstate.edu by 5:00pm PT on Friday, April 24, 2015. Cancellation requests received by that time will receive a refund of registration fees minus a \$40 administrative fee. Substitutions may be allowed. Vendors cancelling after 5:00pm PDT on April 24, 2015 will not be eligible for a refund and will be responsible to pay the cost for the reserved exhibit space.
4. Right of Removal or Refusal: OSU reserves the right to remove or refuse Vendors, exhibits, decorations, materials or publications that are inappropriate, unsuitable or not in compliance with policies, rules or regulations. OSU reserves the right to stop or remove from the Event any Vendor, or their representative, performing any act or practice which, in the opinion of OSU, is objectionable.
5. Default: If the Vendor fails to comply in any respect with the terms of this Agreement, Vendor will be deemed in default of this Agreement and may be requested to vacate their reserved exhibit space. In the event of default, all costs paid by the Vendor to OSU shall be deemed earned and nonrefundable. OSU shall have the right to occupy or resell the exhibit space.
6. Force Majeure: OSU shall not be held responsible or liable for any damage or expense incurred by Vendors if the Event is delayed, interrupted or not held as scheduled for causes beyond OSU's reasonable control. If the Event is not held as scheduled, and is subsequently not rescheduled, costs paid to OSU by Vendors will be refunded.
7. Non Waiver: Failure by OSU at any time to require the performance by the Vendor of any of the provisions hereof shall in no way effect the right of OSU hereunder to enforce the same, nor shall any waiver by OSU of any breach hereof be held to be a waiver of any succeeding or continuing breach or a waiver of this non waiver clause.
8. Indemnification: Vendor agrees to indemnify and hold harmless OSU, its employees, agents, and board members from any and all liabilities, damages, action, costs, losses, claims and expenses (including attorneys fees), arising out of or resulting in whole or in part from any act omission, negligence, fault or violation of law or ordinance by Vendor, its employees or agents.
9. Insurance: Vendor shall at its sole cost and expense, procure and maintain through the term of this Agreement the following insurance:
 - Commercial General Liability Insurance providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the exhibit and storage space, which is the subject of this agreement. Such insurance is to offer immediate protection to the limit of not less than \$1,000,000 and such insurance shall include Blanket Contractual Liability Coverage, which insures contractual liability in this agreement to OSU.
 - Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, combined single limit for bodily injury and property damage including coverage's for owned, non-owned and hired vehicles, including loading and unloading operations.
 - Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, unless such employees are exempt under ORS 656.126.

If you have any questions regarding the terms and conditions above, please contact the Procurement Manager at Oregon State University, Procurement and Contract Services Department, 644 SW 13th Street, Corvallis OR, 97333-4238, (541) 737-7349.