**SITE USE AGREEMENT- FARMLAND**

**OSU and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ – 35th & Western Blvd Property**

THIS SITE USE AGREEMENT (“Agreement”) is entered into by and between OREGON STATE UNIVERSITY, Corvallis, Oregon, hereinafter called “OSU”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called “USER”.

1. **The Site.** OSU makes available to USER approximately 6.75 acres of land located at the NE corner of 35th Street and Western Blvd., Corvallis, OR, shown in more detail in the attached Exhibit A (the “Site”), for the purpose of harvesting hay from the Site. USER accepts the Site in “as is” condition.
2. **Term.** The term of this Agreement shall commence the date of last signature below and end

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017, unless sooner terminated as referenced herein.

1. **Access.** OSU grants USER ingress and egress to the Site at all times during the term of this Agreement. This access shall be subject to regular and normal maintenance activities as well as to unforeseeable events that are beyond the control of OSU. OSU representatives shall have access to the Site at any time upon 24 hours’ notice, except in the case of emergency.
2. **Permitted Use.**
   1. USER shall use the Site to grow and harvest hay. Permitted activities at the Site include cutting, raking, bailing and removing hay from the Site.
   2. USER shall use and maintain the Site in a responsible manner and comply with rules and policies as may be reasonably adopted by OSU to assure the preservation and security of said Site. USER shall not make or permit any strip or waste or unlawful, improper or offensive use of the Site.
   3. USER shall obtain prior approval from OSU before making any modifications to the Site. Such approval shall not be unreasonably withheld. The parties acknowledge and agree that any such modifications may result in increased or decreased rent.
3. **Site Use Payments and Other Fees.** 
   1. USER shall pay OSU a total rent of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_ USD), payable without invoicing within 30 days of closing of bid.
   2. In the event that USER fails to make any payment when due, OSU shall invoice USER and may assess a two hundred dollar ($200.00) processing fee. Interest on late payments shall accrue at a monthly rate of ten percent (10%).

Checks should be made payable to Oregon State University and mailed to the following address:

Oregon State University

PCMM

Attn: Rae Delay

644 SW 13th St

Corvallis, OR 97333

1. **Termination.** This Agreement may be terminated by mutual consent of both parties. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. In addition, either party may terminate this Agreement in the event the Site becomes unsuitable for the purposes for which it is presently employed. This Agreement may also be terminated by OSU on USER’s default, in accordance with paragraph 13, “Default.” Notwithstanding the above, OSU retains the right to terminate this Agreement upon thirty (30) days’ prior written notice to USER. If termination by OSU should occur for reason other than default, OSU shall prorate rental charge taking into consideration the amount of crop harvested and timing of such termination.

7. **Abandonment.** If USER abandons the Site, USER shall be responsible for any and all cleanup and site restoration required by OSU to return the site to an as-received condition.

8. **Repair, Maintenance and Liens.**

a. USER shall not permit any lien of any kind, type or description to be placed or imposed upon the Site. If any lien is placed thereto, USER shall promptly cause the same to be removed and shall hold and save OSU and the Site harmless therefrom or from any security interest granted by USER.

b. USER, at its own expense, shall repair, maintain, and keep in good order and condition, the Site and all improvements thereon. At the end of this Agreement, the USER will remove improvements as requested by OSU and return the Site to an as-received condition.

9. **Payment of Charges & Taxes.** USER shall promptly pay, before the same becomes delinquent, all taxes and assessments, permits, inspection, and license fees levied, assessed or imposed upon USER's personal property, real property, and equipment now or at any time during the term that said property or equipment is located on OSU's Site. USER further agrees to pay promptly any new or additional taxes or assessments levied against OSU as a result of this Agreement and provide OSU copies of tax payment receipts. USER shall have the right to contest or seek a reduction in such taxes, if any are imposed, before the appropriate governmental authorities.

OSU shall not suffer any cost or expense by reason of USER’s use under this Agreement, presently or in the future.

10. **Improvements Required By Law.** If any law, regulation, or rule requires that an alteration, addition, or other change or improvement be made to the Site, USER shall make it and bear all expenses connected therewith. However, if the same arises solely as a result of a hazardous, toxic, geological, environmental, or other condition of the property which existed prior to this Agreement and was not disclosed in writing to USER before signing this Agreement, the USER shall have no responsibility to correct the same.

11. **Assumption of Risk by USER.** USER assumes all risk of loss, damage and injury caused by the condition, now or in the future, of the Site, the improvements thereon, and the access roads. USER agrees to indemnify and hold OSU harmless from and against any claims, loss, cost, liability, injury or damage to persons or property suffered or incurred as a result of entry onto the Site or the access roads by USER or its agents, contractors, invitees and sublessees.

12. **Utilities.**  USER does not need access to and will not be utilizing any utilities as a part of this Agreement.

13. **Default.** USER’s breach of any term or condition of this Agreement shall constitute a condition of default. USER’s insolvency or declaration of bankruptcy shall also be a condition of default. If USER is in default following receipt of 30 days’ notice from OSU, OSU may pursue any remedies available to it at law or in equity, including but not limited to termination of this Agreement. Upon such termination, OSU may re-enter and take possession of the Site and may expel and remove USER and any subcontractors without service of additional notice or resort to any legal process. In the event of any breach of this Agreement by OSU, USER shall not be entitled to any indirect, incidental, consequential, or special damages, and OSU’S aggregate liability under this Agreement (including under any indemnifications) shall be limited to the amount of the annual rent paid by USER at the time of the breach or claim.

14. **Subleases.**  USER shall not have the right to sublease the Site.

15. **Indemnity.** USER shall indemnify and hold harmless OSU, its board members, officers, agents and employees from all claims, suits and actions of whatsoever nature resulting from or arising out of the wrongful or negligent conduct, or breach of this Agreement, by USER, its subcontractors, sublessees, agents or employees acting under this Agreement.

16. **Compliance with Law and Policies.**  USER shall comply with all applicable federal, state, county and local laws, ordinances, policies, rules and regulations.

17. **Hazardous Materials.** USER shall notify OSU prior to transferring products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU’s request, USER shall immediately provide Material Safety Data sheets, as required by OAR 437-155-025, the products subject to this provision.

18**. Assignment.** USER shall not have the right to assign or transfer its interest in this Agreement.

19. **Insurance.**

1. During the term of this Agreement, USER agrees to keep in full force and effect general liability insurance with a minimum limit of $1,000,000 per occurrence and auto liability insurance with a minimum limit of $1,000,000 per occurrence, issued by an insurance company authorized to do business in Oregon. OSU and its board members, officers, agents and employees shall be named as additional insured’s on USER's general liability policy. The policy shall be endorsed to provide 15 days’ notice to OSU of cancellation of the policy. USER shall provide OSU a certificate of insurance showing compliance with this section of this Agreement upon request.

b. USER shall require subcontractors, if any, to secure at their own expense and keep in effect a general liability insurance policy with a minimum limit of $1,000,000 per occurrence and auto liability insurance with a minimum limit of $1,000,000 per occurrence, issued by an insurance company authorized to do business in Oregon. USER, OSU and their respective board members, officers, agents and employees shall be named as additional insureds in said insurance policy. The policy shall be endorsed to provide 15 days’ notice to USER and OSU of cancellation of the policy. USER shall require any subcontractor to provide a certificate of insurance showing compliance with this section of the Agreement upon OSU’s request.

20. **Oregon’s Worker’s Compensation.** All employers, including contractor, that employ

subject workers who work under this Agreement in the State of Oregon shall comply with

ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.

21. **Use of Organizations’ Names.** Neither party will use the other party's name for any purpose without prior written permission.

22. **Relationships.** USER and OSU agree they are independent entities operating at arm’s length and neither party may make commitments or enter into agreements on the other's behalf. USER is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.

23. **Right to Minerals, Geothermal Resources.** OSU retains all rights to and use of minerals and geothermal resources as required by Oregon Revised Statutes.

24. **Notices.**

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| Any notice to OSU shall be sent to:  Oregon State University  Attn: Director, Leasing  3015 SW Western Blvd.  Corvallis, OR 97333 | Any notice to USER shall be sent to:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

25. **Meetings.** OSU or USER may request a meeting to discuss any aspect of this

Agreement.

26. OSU is mandated by Federal law to follow the reporting guidelines in the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act which covers a wide range of security, crime, and fire related incidents. If an incident occurs on this Site, or adjacent to, and may involve safety, security, criminal acts, or fire, USER must report it to the OSU Public Safety Department. In life-threatening situations call 911.

27. **Special Provisions.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

28.  **MERGER.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

Each party, by the signature of its representative below, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. Except as set out above, this Agreement shall remain in full force and effect.

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| --- | --- |
| **USER:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Its:  Date: | **OSU:**  **OREGON STATE UNIVERSITY**  By:  Nicole Neuschwander  Director, Leasing  Date: |
|  |  |