

**DISCOUNTED LODGING AGREEMENT**

PCS # [430000-~~NNNN~~-DLA] 00155

*6/19/2020*

**PARTIES: [Tru by Hilton Eugene ] (“Contractor”) AND:**

**University of Oregon (“University”)**

**RECITALS**

- A.** University desires to obtain discount pricing for hotel lodging for use by University employees, students and guests in connection with University functions and events (“Travelers”).
- B.** This Agreement is only for hotel lodging and related services for Travelers.
- C.** Contractor is a hotel company which provides lodging accommodations, and which has agreed to offer a discount to University and Travelers.

**AGREEMENT**

In consideration of the above Recitals which are incorporated in this Discount Lodging Agreement (“Agreement”) and for other good and valuable consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged, University and Contractor agree as follows:

- 1.** Contractor will provide discounted lodging and related services (“Services”), to University and Travelers, as described in this Agreement, including **Exhibits A and B**.
- 2.** University will post and maintain information related to Contractor’s Services on a University website.
- 3.** If University is paying for the Services, University and Contractor may enter into a separate agreement provided by Contractor subject to the terms and conditions of this Agreement (“Booking Agreement”), or enter into a University Purchase Order (“Purchase Order”) specifying the rooms or services purchased. If utilizing a Purchase Order the following language will be included:

“This Purchase Order is subject to the terms and conditions contained in the Discounted Lodging Agreement between the University of Oregon and [TRU BY HILTON EUGENE], with an effective date of 07/01/20.”

- 4.** If Traveler is paying for the Services, Contractor and Traveler may enter into a separate agreement subject to the terms of this Agreement and specifying the Services purchased as well as any other additional terms and conditions the Contractor and Traveler wish to include.

*6/19/2020*

5. This Agreement will be effective upon the date of last signature below and will continue until [06/30/2021]. The Agreement will renew automatically for additional one year terms, unless either party provides written notice of termination prior to renewal.

5.1 Contractor may update the rates and dates on **Exhibit A** once each renewal term by providing written notice to the University along with a copy of the revised rates and dates. Upon receipt and acceptance by University of the revised rates and dates, University will amend this Agreement to replace the then current **Exhibit A**, with a new **Exhibit A** reflecting the revised rates and dates.


5.2 If this Agreement automatically renews and Contractor has not provided revised rates and dates, information on the then current version of **Exhibit A** will continue in full force and effect for the renewal term.


6. The Parties agree that the prior Discount Lodging Agreement between the Parties, PCS# [INSERT PREVIOUS PCS#] ("Prior Agreement") is hereby terminated without further recourse or liability for either Party, effective the later of the execution of this Agreement or the expiration of any Purchase Orders or Booking Agreements executed under the Prior Agreement.

7. This Agreement supersedes all previous agreements between the Parties, including any previously executed discounted lodging agreements.

**UNIVERSITY OF OREGON**

**[TRU BY HILTON EUGENE]**

By: 

By: 

Name: Lynne Harrell, Contracts Technician 2  
Purchasing and Contracting Services

Name: Paige Schwartzmeyer

Title: \_\_\_\_\_

Title: Director of Sales

Date: 19 JUN 2020

Date: 06/08/2020

## EXHIBIT A - PRICING

### 1. **Hotel Contact:**

1. Hotel Name: Tru by Hilton Eugene  
Address: 3111 Franklin Blvd, Eugene, OR 97403  
Name: Paige Schwartzmeyer  
Phone: 512 987 1464  
Fax: 541 344 8797  
Email: pschwartzmeyer@jacaruso.com  
Website: <https://www.hilton.com/en/hotels/eugenru-tru-eugene/>

a. <b>Lowest Room Rate(s):</b>	<u>Type of Room</u>	<u>Rate</u>	<u>Dates</u>
	Standard King or Double Queen	\$114	07/01/2020 - 09/30/2020
	Standard King or Double Queen	\$109	10/01/2020 – 03/31/2021
	Standard King or Double Queen	\$114	04/01/2021 – 05/31/2021

OR

b. **Lowest Room Rate(s)** will not exceed current GSA lodging rates with the exception of Blackout Dates listed in section 4. below.

2. **Restrictions:** [LIST ANY LIMITATIONS ON THE DISCOUNTED RATE, e.g., additional occupancy fees, occupancy tax, pet fees, fees for smoking in rooms, other fees.]
3. **Blackout Dates:** Home Football Games, Graduation, + City Wide Sellouts | Please contact hotel if there is a need over these dates as we may be able to assist
4. What is your preferred booking method? Email

How do you need UO Travelers to identify themselves? Authorized Department,

Phone Number & Email

Is there an ID code to be used on your website? Yes No CODE: 6238565

Are rates available as multi-level access for Global Distribution System (GDS) booking for travel agency partners to book? Yes

In order for your travel agency to book reservations through the Global Distribution System, we will require the following information: Submit all rate loading information

5. Does last room availability apply? No .
6. At what percentage hotel capacity is the lowest room rate no longer available? **90%**
7. What training do you provide to your staff to book UO rate? A quick guide to rates being offered, ID required, and billing procedures

8. If we have problems making a reservation, whom do we contact? Paige Schwartzmeyer

9. **Scope.** Please indicate the type of booking this Agreement applies to:

- Transient Travel     Group Bookings     Conferences     Catering

10. **Property Details:**

Please check all that apply:

- Complimentary breakfast: [DESCRIBE BREAKFAST IF APPLICABLE]
- Complimentary high speed internet.
- Dining and/or beverage credits \$
- Parking  Complimentary     Discount parking \$
- Complimentary airport shuttle: [INSERT AIRPORT].
- On demand, complimentary campus shuttle.
- Traveler safety: [DESCRIBE SECURITY, e.g., 24/7 staff, cameras, deadbolts, interior entry].
- Meeting facilities: [DESCRIBE MEETING SPACE].
- Other: exercise room & business center

*W 6/19/20*

**EXHIBIT B – TERMS AND CONDITIONS**

**1. Payment.**

**1.1.** Payment will be made directly by University only if University and Contractor have entered into a separate Booking Agreement or University has submitted a Purchase Order executed by University to Contractor. All payments by University for Services rendered under this Agreement will be made by check or ACH and will be subject to the conditions and limitations of University Policy IV 09 06 J. There will be no credit card payment required of University. Fees, of which the actual sums are not expressly placed on individual Booking Agreements or Purchase Orders executed and submitted by University (such as percentage based service fees and others not directly tied to Services actually rendered), are not agreed to and will not be paid without prior written approval by University. University is only obligated to make payments under this Agreement as outlined on individual Booking Agreements or Purchase Order executed and submitted by University.

**1.2.** If University is entering into a Booking Agreement with, or issuing a Purchase Order to Contractor in order to reserve guest room for other Travelers that will pay Contractor for such rooms directly, University’s payment obligation associated with the reservation or use of individual guest rooms is limited to \$10 per room.

**2. Insurance.**

**2.1.** Contractor will secure at Contractor’s expense and keep in effect during the term of this Agreement comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, covering bodily injury and property damage, with a minimum limit of \$1,000,000 per occurrence with an aggregate amount of \$2,000,000, which will include personal and advertising injury liability and products. Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. All liability insurance will be arranged on an “occurrence” basis. No insurance will be allowed on a "claims made" basis. Self-insured retentions may be acceptable in lieu of the above requirements. Any self-insured retentions must be declared to and approved by the University. University may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Upon request by University, Contractor must provide a Certificate of Insurance to University from the insuring company evidencing insurance coverage required by this Contract. The “Description of Operations” must include (using the following exact language) the **“State of Oregon, Board of Trustees to the University of Oregon, and University of Oregon, their respective officers, employees and**

**members”** as additional insured. The certificate will provide that the insurance company will give a 30-days’ written notice to University if the insurance is cancelled or materially changed.

- 2.2.** University, at its expense, will maintain at all times during this Agreement, commercial general liability insurance with a combined single limit of not less than one million and no/100 dollars (\$1,000,000.00).
- 3. Banquet Event Orders.** In the event a banquet event order or equivalent document (“BEO”) is issued pursuant to a Booking Agreement or Purchase Order subject to the terms of this Agreement, only the itemized list of conforming catering goods and services to be provided by Contractor will become part of the Booking Agreement or Purchase Order; all other additional terms and conditions will be void and of no effect. Additionally, the charges for the itemized list of catering goods and services will not exceed the amount listed on the Booking Agreement or Purchase Order. Alcohol will not be served except in compliance with University policy, procedure and applicable state law.
- 4. Indemnification by University.** Subject to the conditions and limitations of Oregon Tort Claims Act, ORS 30.260 through ORS 30.300 and the Oregon Constitution Article XI, Section 7, and other laws regulating liabilities or monetary obligations of University, University shall indemnify and hold harmless Contractor from all claims, suits, or actions of any nature resulting from the acts or omissions of University, its officers or employees, under this Agreement.
- 5. Indemnification by Contractor.** Contractor shall indemnify and hold harmless University from all claims, suits, or actions of any nature resulting from the acts or omissions of Contractor, its officers, agents or employees, under this Agreement.
- 6. Conduct.** University agrees to conduct the scheduled functions in an orderly manner in full compliance with applicable laws, regulations and Contractor rules.
- 7. Governing Law/Contract Provisions.** This Agreement will be construed in accordance with the laws of the State of Oregon. In the event of any conflicts between a Booking Agreement or Purchase Order issued subject to the terms of this Agreement and terms contained in a banquet event order issued pursuant to such Booking Agreement or Purchase Order, the terms and conditions in the Booking Agreement or Purchase Order will control.
- 8. Cancellation by University.** In the event University terminates or cancels Services under a Booking Agreement or Purchase Order issued subject to the terms of this Agreement for any reason(s), University agrees to pay liquidated damages amounts set forth in the Booking Agreement or Purchase Order subject to the limitation of the Payment section above. Any funds paid by University as liquidated damages will be counted as a credit toward the use of Contractor’s facilities for one year from the date of the canceled event. Notwithstanding the foregoing, University will not be obligated

to pay any amount for cancellation of the room and space if Contractor is able to relet the reserved room and space. Contractor will make all reasonable efforts to cover and relet rooms and spaces formerly reserved to University and cover and reallocate all deliverables reserved for University. Contractor will provide a description of all such efforts in Contractor's invoice. In no case will any liquidated damages paid under any Booking Agreement or Purchase Order issued subject to this Agreement exceed the total sum of estimated charges in such Booking Agreement or Purchase Order.

- 9. Family Educational Rights and Privacy Act.** Contractor will protect the confidentiality of student education records, including personally identifiable information found in education records, in compliance with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and its implementing regulations, specifically 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq., and University Policy III.05.03. Contractor will not use personally identifiable information from student education records it receives for any purpose other than performing its obligations under this Contract. Contractor may not disclose or redisclose any personally identifiable information from student education records obtained from the University or collected by Contractor on the University's behalf without the University's written authorization. Any unauthorized disclosure of student education records or personally identifiable information by Contractor may result in damages owed pursuant to the indemnity section above.
- 10. Federal Provisions.** If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.
- 11. EEO Notices.** Contingent on applicability, as set forth in 41 CFR §§ 60-1.1, 60-300.1 and 60-741.1, contractor and subcontractor agree to the following:  
**This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 12. Representations and Warranties.** Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Agreement on

behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Agreement will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in Contractor's W-9, and if Contractor is an entity rather than an individual that the entity named in this Agreement is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

- 13. Termination.** (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon thirty 30-days' written notice to Contractor.
- 14. Force Majeure.** Neither University nor Contractor will be held responsible for delay or default due to causes beyond its reasonable control. Such delays or defaults include, but are not limited to, fire, explosion, flood, pandemics, epidemics, quarantines, diseases, riot, acts of nature, terrorist acts, or other acts of political sabotage, or war, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract. However, if a default or delay due to a force majeure event continues for an unreasonable time, as determined by the University, then the University is entitled to terminate the Contract.
- 15. Accessibility.** Contractor covenants that its facilities comply with all applicable regulatory and building code requirements for occupancy and use by University and Travelers, and meet the requirements of the Americans with Disabilities Act (ADA) for accessibility in accordance with the standards provided in the ADA guidelines and requirements.
- 16. Counterparts.** This Agreement may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.