License No. U-

Non-University Licensee



FACILITY AND HOUSING AGREEMENT

CEDAR CREEK ECOSYSTEM SCIENCE RESERVE

**THIS FACILITY AND HOUSING AGREEMENT** (“**Agreement**”) is entered into on      , by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (“**University**”), and      , a       (“**Licensee**”). This Agreement is entered into by University through its College of Biological Sciences and the Cedar Creek Ecosystem Science Reserve.

**1. Facility.** University owns and operates the Cedar Creek Ecosystem Science Reserve located at 2660 Fawn Lake Drive in East Bethel, Minnesota, which includes Lawrence Lab, Lindeman Center, lodging, campsites, and outdoor areas (all together, the “**Facility**”).

**2. Use.** University grants to Licensee the right to use the Facility for the purpose of      .

2.1 Licensee’s use shall include the following areas of the Facility:

2.1.1 Licensee shall be assigned to the following lodge(s):      . Licensee’s use of lodging will be exclusive or shared with other Licensees, as designated below:

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Will be used exclusively by Licensee; or

Will be shared with other Licensees

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2.1.2 Licensee’s use of Lawrence Lab or Lindeman Center, which include meetings rooms and classrooms, will be according to a schedule provided by University. Licensee shall sign the Lab Use Addendum before use of the laboratories is permitted.

2.1.3 Use of Lawrence Lab, Lindeman Center and the outdoor areas may be shared with other guests at the Facility. If Licensee is granted exclusive use of Lawrence Lab, Lindeman Center or any outdoor area, Licensee will incur an additional fee payable upon demand.

2.2 Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and regulations (including smoking, alcohol and firearms), Facility rules attached to this Agreement as **Exhibit A**, and all federal, state and local laws, ordinances, rules and regulations. University policies and regulations and Facility rules are subject to change without notice.

2.3 The Facility is provided in “AS IS” condition, and University is under no obligation to make any alterations, additions, improvements, or decoration in or to the Facility.

2.4 Licensee shall not install, use, generate, store, or dispose of in or about the Facility any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively “**Hazardous Materials**”) without University’s written approval of each Hazardous Material. Licensee shall indemnify, defend and hold University harmless from and against any claim, damage, or expense arising out of Licensee’s installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**3. University’s Reservation of Rights.**

3.1 Unless Licensee or its guest is assigned exclusive use of a room, University may re-assign or move Licensee or its guest to another room at the Facility from time to time and upon notice to Licensee, and Licensee agrees that upon receipt of such notice, Licensee shall—or shall cause its guest to—cease use of the of the room then in use and shall comply with the terms of this Agreement with respect to the new room.

3.2 University shall have the right to enter, pass through, and examine the Facility for the purposes of (i) inspecting or making repairs, additions, or alterations; (ii) ensuring health, fire and safety regulations are observed; (iii) as part of check in/check out procedures; or (iv) for any other reasonable purpose.

3.3 In exercising its rights under this section, University shall, when feasible, provide Licensee with reasonable prior notice of University’s activities, and shall make a reasonable effort to minimize the resulting interference with the conduct of Licensee’s business.

**4. Term.**

4.1 Licensee shall have the right to use the Facility from       through       (the “**Term**”). This Agreement may be extended in writing by mutual agreement of the parties. Licensee’s use of the Facility pursuant to this Agreement, including any extension of the Term, will not exceed 50 separate calendar days.

4.2 If Licensee or any of its attendees, members, guests or invitees fails to keep any term of this Agreement, a Facility rule, or any University policy or regulation, University may terminate this Agreement and Licensee shall be required to vacate the Facility immediately.

**5. Dining/Meals.** Licensee shall be assigned or have access to lodging that is equipped with kitchens for meal preparation by Licensee and/or Licensee’s guests. Licensee may order meals from area caterers who have been approved in writing by University.

**6. Fees.** Licensee shall pay a fee for use of the Facility in the amount of $      (“**Fee**”), which includes use of the following spaces:      . Unless otherwise agreed in writing, all fees and applicable sales tax are due and payable as follows:      .

**7. Utilities, Services, Alterations.** University shall provide the following utilities and services: heat, electricity, sewer/water services, and trash and recycling removal. Licensee shall deposit trash and recyclable materials in the receptacles designated by University and shall keep the Facility in good clean condition and order. Licensee shall not alter the Facility in any way, including marring the surface of walls, furniture, with tacks, nails, tapes, or disturbing the natural environment.

**8. Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility before, during or after the Term of this Agreement.

**9 Insurance.** At least 30 days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than 30 days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

(A) Licensee’s policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence; or qualified self-insurance subject to approval by University.

(B) Proof that Licensee has purchased event liability insurance with a minimum limit of $1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: [https://tulip.ajgrms.com](https://tulip.ajgrms.com/).

(C) State and other governmental agencies that are self–insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers’ Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

**10.** **Release, Indemnification.** Licensee agrees to release, defend, indemnify, and hold harmless University from and against any and all liability, claims, injuries, loss, damage, actions, fines, costs and expenses of any kind or nature whatsoever (including reasonable attorneys’ fees) arising out of or caused by Licensee and Licensee’s family, guests, employees, agents, assigns, visitors or invitees in their use of the Facility.

**11. Guests or Assignment.** Licensee shall not, without the prior written consent of University in each instance, (a) permit visitors or guests of Licensee to stay overnight; (b) assign this Agreement; or (c) permit another to use the Facility. Licensees are not permitted to occupy any other room in the Facility, nor switch room assignments with other Licensees without University’s prior written consent to such change.

**12. Obligations at End of Agreement.** Licensee shall, upon the expiration or earlier termination of this Agreement or upon reassignment of rooms as provided above, cease use of the Facility, leaving it in as good a condition as when it took it, ordinary wear and tear and damage from the elements excepted, and remove all of its property therefrom. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others.

**13.** **Cancellation Due to Uncontrollable Event.** This Agreement may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to use the Facility for the purposes described in this Agreement. An “**Uncontrollable Event**” means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If this Agreement is cancelled due to an Uncontrollable Event, neither party shall have any liability to the other, provided that amounts paid by one party to the other shall be promptly refunded except that Licensee shall be responsible for the fees related its use of the Facility prior to the date of cancellation and shall reimburse University for all reasonable expenses incurred to the time of cancellation (including any expenses for which University then is and will remain unavoidably committed).

**14. Notices.** Notices required by this Agreement in advance of the reservation shall be sent to the Licensee at the following email address      , and if to the University, by mail to Cedar Creek Ecosystem Science Reserve, 2660 Fawn Lake Drive NE, East Bethel, MN 55005-9718, and by email at      . Notices required by this agreement during the duration of the Licensee’s stay shall be delivered to Licensee’s assigned lodge/room.

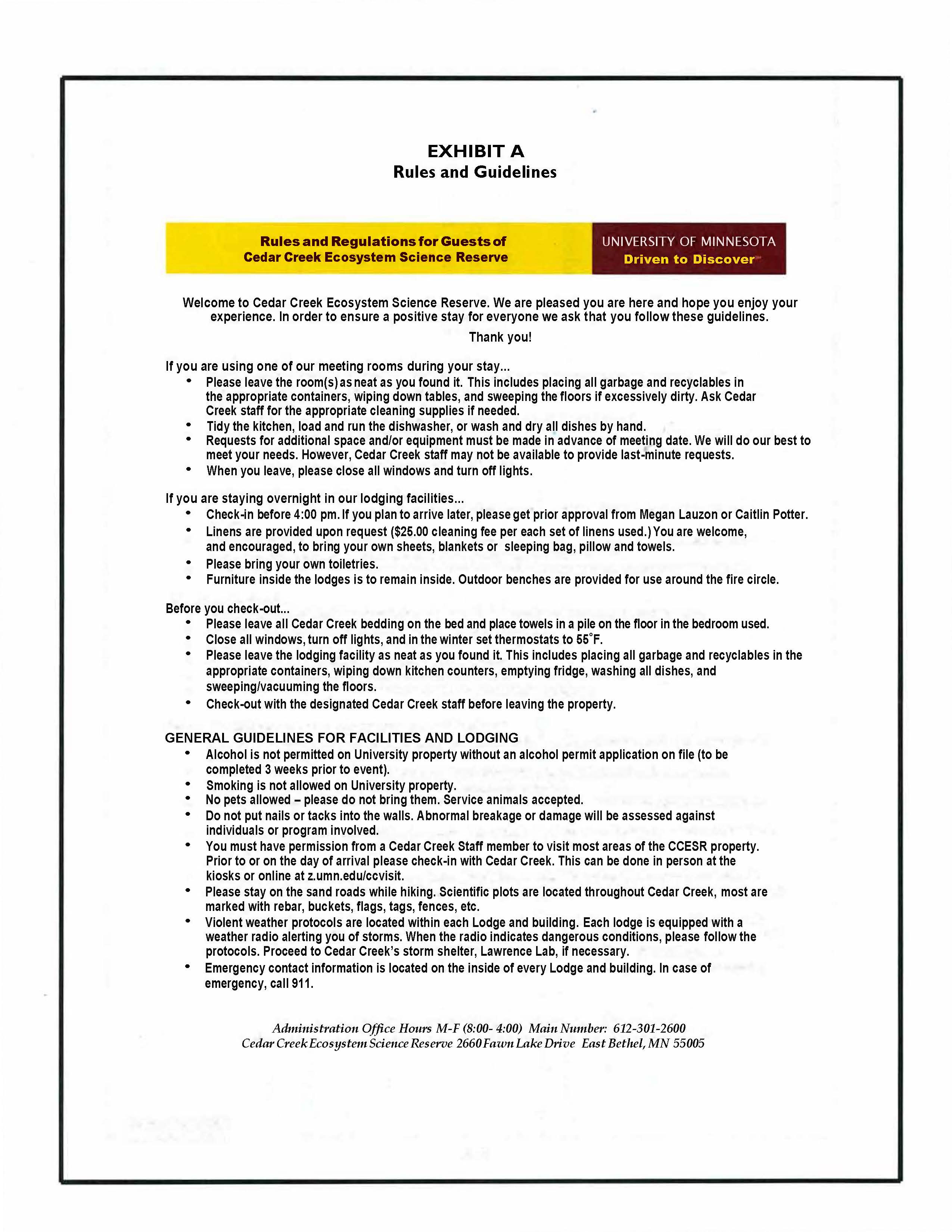
**15.** **Not a Lease.** This Agreement establishes only the right to use the Facility in accordance with its terms and conditions and does not create a lease, sublease or easement of the Facility.

**IN WITNESS WHEREOF,** University and Licensee have executed this Agreement as of the day and year first above written.

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| **Regents of the University of Minnesota**  By:  Name:  Title:  Date: | By:  Name:  Title:  Date: |

EXHIBIT A

Rules and Guidelines

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