**ADDENDUM**

**TO**

**FACILITY USE AGREEMENT**

**City of Minneapolis, Licensee**

University and Licensee further agree as follows:

1. Notwithstanding anything to the contrary in Sections 6, 8 or 17 of the Agreement, Licensee agrees to be responsible for its own acts and omissions and the acts and omissions of its officials, officers, agents, representatives, volunteers, and employees (collectively, “**Licensee Parties**”), and the results thereof and shall not be responsible for the acts or omissions of University, or its directors, students, employees, vendors, guests or contractors, or the results thereof. Licensee’s liability with respect to tort claims is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Chapter 466.

2. Licensee shall be permitted to self-insure for the insurance coverages required under Section 9 of the Agreement.

3. The third sentence of Section 11 and the second and third sentences in Section 13 of the Agreement are hereby replaced with the following:

 Licensee shall not, and shall not permit the Licensee Parties to, damage, misuse, or harm the Facility or any other University property. University may pursue all remedies available at law or in equity for Licensee’s failure to comply with the terms and conditions of this Agreement.

4. Except as modified by this Addendum, all provisions of the Agreement remain in full force and effect.

**Regents of the University of Minnesota City of Minneapolis**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:       Name:

Title:       Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_