External Groups

 Duluth Campus



Summer CONFERENCE Agreement

 **THIS AGREEMENT** is entered into effective as of      , 20  , by and between Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, and       (the “**Group**”), a      . This Agreement is entered into by University through the Housing Office on the Duluth Campus.

**1. Use; Location and Nature of Accommodations.** University grants Group the right to occupy the sleeping rooms and to share with others the use of the common areas in a residence hall or apartment building located on the Duluth campus in Duluth, Minnesota and designated on Exhibit A (the **“Housing Facilities**”) and to use any event or meeting space designated on Exhibit A (**“Event** **Space”** and collectively with the Housing Facilities, the “**Premises**”), for an event to be held on (fill in date(s) of event) **(“Event”**). Group understands and agrees that University is unable to guarantee that space in a particular Housing Facility will be available. University reserves the right to reassign Group to available space of substantially equal quality in other Housing Facilities and will notify Group in writing in the event of such reassignment. Requests for use of all other University facilities, services and equipment must be submitted to the Housing Office and are subject to availability.

1.1 The final number of Attendees (as defined in Section 1.2) must be received by the Housing Office no later than      . At the time of this contract, attendees are estimated at       Attendees. Final guarantee is due two weeks prior to Event. Requests to increase this final guarantee may be accepted, depending on space availability up to 14 calendar days prior to Group’s arrival.

1.2 Sleeping rooms shall be occupied solely by persons whose names are included on a roster furnished to University at least 14 calendar days prior to commencement of the Term (“**Attendees**”). The roster and any revisions of the roster shall include the full name, age and gender of all Attendees, shall indicate any preferences as to room type or roommate, and shall include such other information as University may reasonably require. Group shall be responsible for registration and room assignments of Attendees.

1.3 If any Attendees of Group are minors, the following provisions apply:

No child under the age of eight will be permitted to occupy Housing Facilities, unless accompanied by a parent or guardian. Group shall provide qualified and responsible adult chaperones throughout the entire Term. The roster shall designate which persons are chaperones. Group and its chaperones shall be responsible for supervising Attendees while on all University property, and Group shall take all steps necessary to assure that chaperones are properly qualified and trained to perform their supervisory responsibilities. Chaperones shall not possess or use alcoholic beverages or illegal substances on the Premises or University property. Group’s ratio of chaperones sleeping in the Housing Facilities to minors sleeping in the Housing Facilities will be in accordance with staff to youth ratios in the University’s [Safety of Minors policy](https://policy.umn.edu/operations/minorsafety). If University issues more than two warnings to Group’s on-site staff that Group has failed to adequately supervise the conduct of Attendees, then University shall have the right to require Group to provide additional staff.

**2. Term.** Group and its Attendees shall have the right to occupy the Premises from       on      , 20   (the “**Arrival Date**”) until       on      , 20   (the “**Departure Date**”) (together, the **“Term”**), subject to early arrival or late departure if requested by Group and agreed to by University.

**3. Fee, Cancellation and Attrition.**

3.1 Total Fee. For its use of the Premises and for food service, sleeping rooms, meeting room and classroom rental, and all other services, Group shall pay to University the amount stated in the Synopsis, attached as Exhibit A (the “**Total** **Fee**”). The balance of the Total Fee shall be paid within 30 days after Group’s receipt of an invoice. Failure of Group to pay the balance within such period shall entitle University to charge a late payment fee at the highest interest rate permitted by law from the day following the payment due date until payment is received.

3.2 Deposit. Group shall pay University a deposit in the amount of $200.00 for housing to be applied to Total Fee. If any additional deposits are required, they will be included on Exhibit A. The deposit will be billed separately and is required to confirm reservation. Except when the Event is canceled on account of an Uncontrollable Event, the deposit is non-refundable.

 3.3 Cancellation.University reserves the right to charge a cancellation fee reflective of housing and Event Space if Group cancels the Event within 180 days of the Arrival Date. Group shall provide University with a written notice of its intent to cancel, along with the cancellation fee indicated below:

 Notice of Cancellation Cancellation Fee

 Between 180 and 91 calendar days before Arrival Date 25% of Total Fee

 Between 90 and 31 calendar days before Arrival Date 50% of Total Fee

 Between 30 and 15 calendar days before Arrival Date 75% of Total Fee

 Within 14 calendar days of Arrival Date 100% of Total Fee

Cancellation fee due under this paragraph is in addition to the deposit and is subject to the provisions of Section 18 below, “Cancellation Due to Uncontrollable Event.”

3.4 Attrition. Group and University agree that the cancellation and attrition fees represent a reasonable estimate by the parties of the damages that University will suffer on account of a cancellation or change and that the amount payable represents liquidated damages and is not a penalty.

At Group’s request and in accordance with the provisions of this Agreement, University has reserved the Premises and the services described in this Agreement. Group shall have a right to make changes to its reservation for use of the Premises and services as follows:

 3.4.1 Housing Cancellations and Additions. Group will provide a final guarantee of the number of beds to be used no later than 14 calendar days before the Arrival Date. Requests for housing for additional Attendees are subject to availability. The final count of rooms by the guarantee date can be +/- 5% of the guaranteed number without incurring penalties. The guarantee establishes the minimum amount due (not less than 95% of the guaranteed number). Room usage exceeding the allowed maximum guaranteed number will incur an additional 20% rate increase for the number of rooms greater than the guaranteed number for the camp.

 3.4.2 Dining Cancellations and Additions. All meals will be charged according to the guarantee provided by Group at least 14 calendar days prior to the Arrival Date. Requests for meals for additional Attendees are subject to availability.

 3.4.3 Catering Cancellation. Group may cancel its catering order up to 30 calendar days prior to the Arrival Date without penalty. If a catering order is canceled between 7-30 calendar days prior to the Arrival Date, Group will be responsible for payment of 25% of the total catering fee. If a catering order is canceled within seven calendar days of the Arrival Date, Group will be responsible for payment of 100% of the total catering fee. The cancellation fee due under this paragraph is subject to the provisions of Section 18 below, “Cancellation Due to Uncontrollable Event.”

**4. Guidelines for Youth Groups.** University shall provide Group with a copy of the Guidelines for Youth Groups. Group shall take all steps reasonably necessary to inform Attendees of the applicable guidelines, policies, procedures and regulations and to enforce the same.

**5. Group’s Responsibilities.** Group agrees to accept sole responsibility for the safety and security of its Attendees during the entire Term of this Agreement. In addition, Group agrees to:

 5.1 Use the Premises in accordance with the terms and conditions of this Agreement (including the attached Camp Addendum if Attendees include minors), all applicable federal, state and local laws, ordinances, rules and regulations and all University policies, procedures and regulations, including the Safety of Minors policy, if applicable, pertaining to the Event and use of the Premises and University property, as amended from time to time, provided that no such amendment shall materially affect Group’s rights and responsibilities under this Agreement. In addition, Group agrees to use the Premises in accordance with all guidance published by the Centers for Disease Control and Prevention (**CDC**), the Minnesota Department of Health (**MDH**), and University related to the safe use of the Premises for the Event. The foregoing specifically includes, but is not limited to, all CDC, MDH and University guidance related to COVID-19.

 5.2 Comply with all check-in and checkout procedures.

 5.3 Pay for damage to the Premises and for damage to or loss of furniture, appliances and fixtures in the Premises caused by Group, its Attendees, invitees or any persons under Group's control.

 5.4 Pay all charges for all repairs and non-routine cleaning of the Premises arising out of Group's use as determined by University.

 5.5 Pay all costs of lost keys and lost or damaged key tags.

**6. University’s Responsibilities**. University agrees to:

 6.1 Provide check-in services.

 6.2 Provide maintenance in accordance with its routine schedule for the building of which the Premises are a part.

 6.3 Provide linens, pillow, light blanket, towel and washcloth, as stated in the Synopsis.

**7. Right of Entry.** University shall have the right upon reasonable notice to enter the Premises including all sleeping rooms (except in emergency situations when University shall have the immediate right to enter) for the purposes of (i) making repairs, renovations, additions or alterations, (ii) ensuring health, fire and safety regulations are observed, (iii) as a part of check-in/checkout procedures, or (iv) safety checks.

**8. Keys*.*** Keys to the Premises shall be picked up and returned to the Information Desk located in the Premises by Group or its Attendees. Keys must be returned on or before the Departure Date. Keys replaced during occupancy or not returned at checkout shall be considered lost. A charge of $70.00 for each lost room key and $5.00 for each lost building key shall be imposed. Total price for lost key set is $75.00.

**9.** **Concessions/Novelties.** Group shall not sell any concessions or novelties on the Premises or any University property without an executed Sales Permit issued by University, which University may grant or withhold in its sole discretion. No outside food may be served in the Premises without University consent. In some instances, a permit from UMD Dining Services and University’s Department of Environmental Health and Safety may be required. Group shall comply with any exclusive contract between University and a beverage provider. Group shall not limit Attendees’ access to vending machines maintained by University. No merchandise bearing the name, logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University.

**10. Dining Services.** University shall provide food service in Superior Dining Center as provided in Exhibit A. Dinner and weekend meals in Superior Dining Center are not guaranteed and are subject to a minimum number of guests dining campus-wide. Superior Dining Center will be closed for campus holidays. A final guarantee of the number of Attendees for whom meals will be provided must be provided to the University at least 14 days prior to the Arrival Date. Minimum amount billed is based on guarantee as of that date. Group may also choose UMD Fresh Leaf Catering for their food service needs. A minimum of three weeks’ notice is required and a minimum number of guests may be required. Group agrees to review and comply with the [University’s Food Service Policy](https://drive.google.com/file/d/1SErXu9oC1GTSd1eR95H9-N3HFUhCGFab/view?usp=sharing).

**11. Alterations; Signs.** Prior consent of University is required before Group may post directional signs within the Premises or at any University facility. University agrees to permit Group to post a reasonable number of signs, such as schedules, contact information and emergency information, so that Attendees or other persons under Group’s control are able to contact Group staff in case of emergency and for safety purposes.

**12.** **Personal Property.** University is not responsible for loss of or damage to any personal property of Group, Attendees or other persons under Group’s control located within the Premises or otherwise on University property, before, during or after the Term of this Agreement.

**13.** **Indemnification.** Group agrees to release, indemnify, hold harmless and defend University from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorneys’ fees, University incurs because of (i) Group’s violation or alleged violation of any laws applicable to the performance of this Agreement; or (ii) personal injury or death to any person or property damage (unless such personal injury, death or property damage is caused solely by the negligence of University, its officers, employees, agents or representatives) arising out of or connected with Group’s use of the Premises or the Event.

**14. Insurance.** At least 30 days before the Arrival Date, Group shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. Group agrees to provide copies of the underlying insurance policies if requested by University.

14.1 Check one of the options below (Groups whose Attendees include minors must select 14.1.4 below):

 [ ]  14.1.1 Group’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;

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

 [ ]  14.1.3 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.

 [ ]  14.1.4 The insurance required in the attached Camp Addendum.

 14.2 Workers’ compensation insurance to the extent required by law.

 14.3 All insurance provided under paragraphs 14.1.1 and 14.1.2 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, shall name Regents of the University of Minnesota as additional insured, and shall provide that such insurance shall not be canceled, non-renewed or modified except upon at least 30 days’ notice to University. Group shall maintain the insurance(s) described in this Section 14 for the entire Term of this Agreement.

**15.** **Assignment.** Group shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

**16. Notices.** All notices required by this Agreement shall be in writing and shall be delivered personally, or by electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, certified or registered, return receipt requested, to University at Housing Office, Attn: Director, 149 Lake Superior Hall, 513 Niagara Court, Duluth, MN 55812, Email: umdhouse@d.umn.edu; and to Group at the address shown in the Synopsis (Exhibit A). Group shall provide to University the name and room number of at least one on-site staff member who will be available to accept notice from University. If Group is providing University with a notice, Group shall also deliver a copy of such notice to University’s Real Estate Office at 451 Donhowe Building, 319 – 15th Avenue SE, Minneapolis, MN 55455-0199, Email: reo@umn.edu.

**17. License Only, Termination and Remedies.** Group acknowledges that this Agreement represents a grant of a license only, and not an easement or lease. University may revoke and terminate this Agreement upon written notice to Group if Group does not comply with the terms and conditions of this Agreement or if this Agreement otherwise gives University the right to terminate this Agreement. If University terminates this Agreement for any reason other than Group’s failure to comply with the terms and conditions of this Agreement, University shall refund the Total Fee to Group, provided, however, that if University revokes this Agreement after the commencement of the use, the Total Fee shall be apportioned between University and Group on a pro rata basis. Group shall pay to University all of University’s damages, costs and fees, including attorneys’ fees, caused by Group’s failure to comply with the terms and conditions of this Agreement. In addition, if Group fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise or pursue all other remedies available to University.

**18.** **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 Premises for the Event described in this Agreement. An “**Uncontrollable Event”** means an event or circumstances 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 canceled due to an Uncontrollable Event, neither party shall have any liability to the other, provided that any deposits or amounts paid by one party to the other shall be promptly refunded and Group 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).

**19. Remedies Cumulative-Waiver of Rights.** Subject to Section 17 above, all remedies conferred on University or Group shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. No waiver by University or Group of any of the provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

**20. Limitation on University Liability**. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. University’s total liability under this Agreement is the Total Fee payable by GROUP as set forth in Section 3 or in an exhibit to this agreement.

**21. Use of University Name or Logo.** Group agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) (“**University Marks”**) owned by or associated with University or the name of any representative of University without the written permission of University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

 21.1 Group shall not use or alter University Marks in connection with the Event. Group agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not endorsing or sponsoring the activities conducted by       on the University of Minnesota campus. The relationship between the University of Minnesota and       is solely that of licensor and licensee.”

 21.2 Group’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Group’s access to the Premises.

**22. Governing Law/Jurisdiction.** This Agreement will be governed and construed in accordance with the laws of Minnesota.

**23. Entire Agreement.** This Agreement (including all exhibits) constitutes the complete agreement between the parties with respect to the matters addressed herein. This Agreement will be amended only in a writing duly executed by the parties to this Agreement.

 **IN WITNESS WHEREOF**, University and Group have executed this Agreement as of the date set forth above.

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

**Exhibit A**

**Summer Conference Event Synopsis**

**[attached]**

Camp Addendum to

Summer Conference Agreement

**1. Medical Consent Forms; Waiver.** Group shall obtain a medical consent and waiver of liability form for each minor Attendee, which authorizes Group’s employees or staff to take ill or injured Attendees for medical treatment. Forms shall be signed by the parent or legal guardian of any minor attending the camp. Completed forms shall be retained by Group and made available to University upon request. Group understands that University is not responsible for ensuring that Group’s plans for the camp meet the guidance published by the CDC and MDH, nor is University responsible for ensuring Group adheres to its plan. Group specifically agrees to obtain a waiver of liability from each Attendee in favor of the University related to the risk of exposure to COVID‑19 or other communicable disease and the risk that an Attendee may spread disease to others. Group shall provide signed consent forms to University upon request.

**2. Supervision; Safety and Protection of Minors.**

2.1 Group shall be responsible for supervising Attendees while anywhere on University property and shall provide qualified, properly trained and responsible adult supervisors to ensure compliance with all rules, regulations and procedures for use of the Premises or other University property throughout the entire Term of this Agreement.

2.2 Group represents to University that:

* Group’s employees, agents, camp counselors, chaperones, supervisors, volunteers, contractors and any others under Group’s control having substantial and/or regular contact with Attendees who are minors (“Group Parties”) have passed a criminal background check;
* Group Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minnesota Statutes Chapter 260E; and
* Group maintains a readily accessible list of parent and/or emergency contacts for Attendees who are minors.

 2.3 University reserves the right to require Group to provide written evidence of Group’s compliance with the requirements of this Section 2.

 2.4 The requirements of this Section 2 are subject to the exclusion and exception in the Safety of Minors policy, if applicable.

**3. Retention of Records.** Group shall maintain lists of Attendees, staff personnel and chaperones, releases and other records related to the Event or Group’s use of the Premises for a period of six years following the Departure Date. Records relevant to the calculation of the Total Fee and other use-related charges payable by Group in connection with the Event or its use of the Premises shall be made available to University for inspection upon request. Group shall cooperate with University and shall make its applicable records available to University for copying in the event a claim is made against University related to Group’s Event or use of the Premises or other University property.

**4. Insurance.** Notwithstanding the provisions of Section 14 of the Agreement, Group shall maintain a policy of commercial general liability insurance (including coverage for personal injuries) with a minimum limit of $1,000,000 per occurrence; $300,000 fire damage legal liability; $1,000,000 legal liability to Attendees; and $5,000 medical expense coverage per Attendee. Groups operating sports camps shall also provide evidence of $1,000,000 professional liability coverage for claims arising out of instructing, demonstrating or advising regarding the performance of sports.

**5. Reporting of Incidents/Accidents.** Group shall submit a University-approved injury report (Personal Injury Accident Report) to University within 24-hours of an incident. All incidents shall be reported regardless of the severity or type of injury. The filing of an injury report does not shift responsibility for claims from Group to University.