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# USE AGREEMENT

**Third-Party Use of 4-H Owned Building on Fairgrounds**

 ***THIS USE AGREEMENT*** (“Agreement”) is entered into on      , by Regents of the University of Minnesota, a Minnesota constitutional corporation (“University”) and      , a       (“Licensee”). This Agreement is entered into by University through Minnesota Extension, 4-H Youth Programs,       County/Regional Office, Attn.:      ,      , telephone      . Licensee’s address is       and its telephone number is      .

 **WHEREAS,**       (“Ag Society”) owns the       County Fairgrounds (“Fairgrounds”) located in      , Minnesota; and

 **WHEREAS,** University, through the       County 4-H       (“4-H”), owns certain building(s) on the Fairgrounds (“4-H Building(s)”); and

 **WHEREAS,** 4-H desires to rent the 4-H Buildings to third parties; and

 **WHEREAS,** users of 4-H Buildings need to cross and park on Fairgrounds; and

 **WHEREAS,** Ag Society has agreed to permit such access and parking pursuant to a separate agreement between University and Ag Society.

 **NOW, THEREFORE,** University and Licensee agree as follows:

**1. Grant of License.** University grants to Licensee the right to use the following 4-H Building(s):       for the following purpose:       (the “Event”). Licensee’s use of the 4-H Building(s) includes a right of access to the Fairgrounds and the right to use parking on the Fairgrounds for the Event. Licensee will use the 4-H Building(s) and the Fairgrounds in compliance with the terms and conditions of this Agreement, applicable University rules and policies (including University policies regarding smoking, use of alcoholic beverages, weapons, and Safety of Minors, if applicable), applicable Ag Society rules and regulations and all federal, state and local laws, ordinances, rules and regulations. In addition, Licensee agrees to use the 4-H Building(s) 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 4-H Building(s) for the Event. The foregoing specifically includes, but is not limited to, all CDC, MDH and University guidance related to COVID-19.

**2.** **Term.** Licensee is permitted to use the 4-H Building(s) during the hours of       to       on the following date(s):      .

**3. Clean-Up.** Licensee is responsible for clean-up and garbage removal following conclusion of the Event and will pay for all costs to repair any damage arising out of or related to Licensee’s use of the 4-H Building(s) or the Fairgrounds.

**4. Fee.** A fee of       and NO/100 dollars ($     ) for use of the 4-H Building is due upon the signing of this Agreement. The amount of       and NO/100 dollars ($     ) is refundable if Licensee satisfactorily completes the requirements of Section 3 above and performs its other obligations under this Agreement.

**5.** **Alterations.** Licensee will not change or alter the 4-H Building(s), or display any signs or advertising on or within the 4-H Building(s) without the prior written consent of University, which University may withhold in its sole discretion.

**6.** **Personal Property.** Licensee, and not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the 4-H Building(s) or on the Fairgrounds, before, during or after the Event.

**7. Insurance and Indemnification.** Before using the 4-H Building(s), Licensee must provide a Certificate of Insurance showing that it has general liability insurance coverage for bodily and personal injury, and property damage with a limit of at least $1,000,000 each occurrence. Licensee releases and agrees to defend, indemnify, and hold harmless University, 4‑H and Ag Society, their directors, officers, agents, employees, representatives, volunteers and contractors from liability for claims arising out of or related to the Event or the rights granted to Licensee in this Agreement.

**8.** **Limitation of 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 for breach of this Agreement is the fee payable by LICENSEE as set forth in PARAGRAPH 4.

**9.** **Cancellation Due to Uncontrollable Event.** The Event may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to conduct the Event. 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 the Event 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).

**10. Notices.** All notices and other communications will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by overnight courier service or by first-class United States mail to the other party at the address provided in this Agreement, with a signed copy to Assistant Dean and Chief Operating Officer, University of Minnesota Extension, 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108-6030.

**11.** **Assignment/Amendment.** Licensee will not assign this Agreement without University’s prior written consent, which University may withhold in its sole discretion. This Agreement may only be amended in writing by mutual agreement of Licensee and University.

**12. Use of University Name or Logo.** Licensee will not to use the name, logo, or any other marks of University in any manner whatsoever, without the express written permission of University.

**13. Entire Agreement.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**14. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

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

**Regents of the University of Minnesota**

By: By:

Name:       Name:

Title:       Title:

Date: Date: