#  Space Use Agreement Number:

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**STUDENT ORGANIZATION SPACE USE AGREEMENT**

**COFFMAN MEMORIAL UNION**

 **THIS STUDENT ORGANIZATION SPACE USE AGREEMENT** (“Space Use Agreement”) is entered into effective as of      , by the Student Unions and Activities, a department of the Regents of the University of Minnesota (“University”) and      , a University registered student organization (“Organization”).

**1. Assigned Space** University hereby assigns to Organization      square feet in Room No.      on the Second Floor of Coffman Memorial Union (“CMU”), as shown on Exhibit A attached to this Space Use Agreement (“Assigned Space”), including all rights of access to the Assigned Space and shared use of the common areas in CMU.

 1.1 Organization is taking the Assigned Space in “AS IS” condition and University is under no obligation to make any alterations, additions, improvements, or decoration in or to the Assigned Space, except as provided in this Space Use Agreement. Organization agrees to be responsible for the costs of repair of any and all damage caused by Organization’s use of the Assigned Space.

**2. Term.** The Term of this Space Use Agreement shall be    months, commencing on      , 20   and ending at 11:59 p.m. on      , 20  . Either University or Organization may terminate this Space Use Agreement at any time upon 60 days written notice to the other.

**3. Use.** Organization will use the Assigned Space for administrative, office and/or study and related organizational purposes, and will make no other use of the Assigned Space without University’s prior written consent in each instance. The Assigned Space shall not be used by Organization for any purpose that is illegal or hazardous. No flammable fluids, explosives, or hazardous or toxic substances may be brought to the Assigned Space or be used or stored by Organization in, on, or about the Assigned Space. Space is not to be used by non-student staff on a regular basis.

 4.1 During the term of this Space Use Agreement, Organization and its members shall comply with all applicable federal, state and local laws and ordinances, SUA house policies and University policies, rules and regulations, including, but not limited to, its policy prohibiting smoking, in its use of the Assigned Space. Guests and members of Organization who violate federal, state or local laws or ordinances or University policies or building rules in connection with their use of the Assigned Space or CMU, may be denied access to CMU or the Assigned Space.

 4.2 Organization shall not sell, distribute, dispense, advertise, or promote any beverage (or permit any other to do the same) in or about the Assigned Space without University’s prior written consent, which consent University may grant or withhold at its sole discretion.

**5. Surrender of Premises.** Organization will, at the termination or expiration of this Space Use Agreement, remove all of its personal property and equipment from the Assigned Space and will quietly yield and surrender the Assigned Space to University in the same good condition that existed when it took them, normal wear and tear and damage from the elements excepted.

**6. Assignment, Rental, or Sublease.** This Space Use Agreement may not be assigned or transferred. Organization agrees not to sublet the Assigned Space in whole or in part or to permit occupancy by another without the prior written consent of University. Organization may not rent its space to other student groups, University department, or non-University groups without the prior written consent of the University, with the exception that Organization may permit the temporary use of the Assigned Space by other registered student groups in good standing with the University with the condition that Organization remains responsible for compliance with this Space Use Agreement. Use of the space by University Departments or non-University affiliated groups is not allowed except for a co-sponsored event as defined in Exhibit D or as otherwise permitted by the University.

**7. Utilities and Services.** University agrees to provide to the Assigned Space operational services in accordance with its routine schedule for the Building of which the Assigned Space are a part (“Building”), including electricity, heat, air conditioning and ventilation. University agrees to provide custodial and maintenance services to the Assigned Space in accordance with its routine schedule for the Building as more fully described on Exhibit B attached to this Space Use Agreement. Organization agrees to place trash and recycling in designated receptacles. Organization shall reimburse University for all additional services requested by Organization and for the costs of repairs to the Assigned Space necessitated by Organization’s misuse or abuse of the Assigned Space.

**8. Right of Entry.** University shall have the right upon reasonable notice to enter the Assigned Space during all business hours (except in emergency situations when entry shall be immediate) for the purposes of inspecting or making repairs, additions, or alterations to the Assigned Space or to the Building in which the Assigned Space are located.

**9. Default.** If Organization (i) fails to keep any other rule, term or condition of this Space Use Agreement, or (ii) fails to maintain its good standing and registration with University, and any such failure continues for 30 days after notice from University or occurs on more than two occasions during the term of this Space Use Agreement, University shall have the right to then immediately terminate this Space Use Agreement and all rights of Organization under the Space Use Agreement.

**10. Alterations.** Organization shall make no changes or alterations to the Assigned Space, including painting of murals or artwork, general painting of walls, or installing vending machines or signs, without the prior written consent of University in each instance.

**11. Signs.** Organization shall not display or affix any signs visible from the exterior of the Assigned Space without the prior written consent of University. All permitted signs must comply with University policies and specifications.

**12. Notices.** All notices required by this Space Use Agreement shall be in writing and addressed to the parties at the following addresses. To University (Student Unions and Activities): Coffman Memorial Union, Attn: Associate Director, 300 Washington Avenue, Room 500, Minneapolis, MN 55455. To Organization:      , Attn:      ,      ,      ,      .

**13. Amendments.** This Space Use Agreement shall be amended only in a writing signed by all the parties to this Space Use Agreement.

**14. Entire Agreement.** This Space Use Agreement (including all addenda, exhibits, and schedules) is the final agreement between the parties with respect to the Assigned Space.

**15. Governing Law/Jurisdiction.** This Space Use Agreement shall be governed by the laws of the state of Minnesota. Any action to enforce this Space Use Agreement shall be heard only in state court in Hennepin County, Minnesota.

**16.** **Use of University Name or Logo.** Organization agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or any form of publicity, without the written permission of University in each instance.

**17. Special Conditions.** In case of conflict between the provisions of these Special Conditions and the other Articles of this Space Use Agreement, these Special Conditions shall prevail:

 17.1 Organization agrees to defend, indemnify and hold harmless University from claims, suits, demands, injuries, damages and loss arising from the willful or negligent acts and omissions of Organization, its officers, members and representatives. University shall have no responsibility for any indirect or consequential damages suffered by Organization, or by any person, firm or corporation not a party to this Space Use Agreement.

 17.2 Failure of Organization to follow the Building rules attached to this Space Use Agreement as Exhibit C shall result in termination of this Space Use Agreement, pursuant to the provisions of Section 9 above. University reserves the right to amend such Building rules during the Term of this Space Use Agreement, including any extensions or renewals, to be effective upon mailing to Organization.

 **IN WITNESS WHEREOF,** University and Organization have signed this Space Use Agreement on the day and year first above written.

**Student Unions and Activities**

By: By:

Name:       Name:

Title:       Title:

Date: Date:

## EXHIBIT A

**CMU Floor Plan and Assigned Space**

**CMU Floor Plan:**



**EXHIBIT B**

**Custodial Maintenance Services**

Every Other Day

• Empty trash and recycling containers

• Vacuum carpet or sweep/mop hard surfaced floors

• Pick up trash or debris on floors

Weekly

• Dust windows and exposed ledges, if accessible

• Dust work surfaces if cleared of paperwork

• Spot clean walls around waste and recycling containers

• Spot clean carpeting (or as needed/requested)

• Wash interior windows and glass in doors

• Wash accessible exterior glass

Monthly

• Dust vents

• Wash waste and recycling containers

• Scrub and recoat hard surfaced floors

Quarterly

• Project clean light fixtures (remove lens covers and damp wipe)

Annually

• Extraction clean carpeting

As Needed

• Replace light bulbs

• Project clean furniture (wash chairs, vacuum fabric)

• Pest control

**EXHIBIT C**

Coffman Memorial Union Building Hours

Building Hours

**See www.sua.umn.edu for building hours**

**EXHIBIT D**

**Coffman Memorial Union Assigned Space Rules**

Procedures for Coffman Memorial Union Occupants

**SPACE RULES AND INFORMATION**

In additon to the information found in Exhibit D, all groups are expected to remain in compliance with SUA House Policies located at [www.sua.umn.edu/board](http://www.sua.umn.edu/board).

Art Work/Decorations

The wall system on 2nd floor is metal and cannot accept nails or push pins for hanging items. However, magnets and scotch tape may be used to hang items on the wall. If you need assisance with hanging items, please submit a request at [z.umn.edu/cmu2maintenance](file:///C%3A%5CUsers%5Chindt009%5CAppData%5CRoaming%5CiManage%5CWork%5CRecent%5COGC%20General%5Cz.umn.edu%5Ccmu2maintenance). For information regarding murals, please see Murals section below.

Bicycles

Bikes are not permitted in the building. There are bike racks located on the east and west side of the front plaza for your use.

Custodial Services

Custodial services are performed daily. Attached is the schedule of the office custodial services. If you notice that something that is scheduled has not happened, please submit information to [z.umn.edu/cmu2custodial](file:///C%3A%5CUsers%5Chindt009%5CAppData%5CRoaming%5CiManage%5CWork%5CRecent%5COGC%20General%5Cz.umn.edu%5Ccmu2custodial). If additional custodial services are required as a result of an event or activity, additonal fees will apply.

Disruptive Behavior

Tenants, guests, employees, or visitors shall not make or permit any disturbing noises in a Space Use Agreement or common space in the Unions’ facilities or permit anything to be done that will interfere with the rights, comforts, or convenience of other tenants, guests, or University community members; including but not limited to excessive noise from events, TV’s, radios, and electronic media. There is to be no overnight sleeping or parties in any offices. Alcohol is prohibited in all office spaces by the Student Unions and Activities and the University of Minnesota.

Emergency Contact List

The Emergency Contact List is attached. This will be updated as needed.

Events in Assigned Spaces

Events that are planned to occur in the assigned space must be communicated to       at       at least 10 business days in advance of the event. The assigned space may not be rented to another group for the purpose of an event. Use by University Departments and/or Non-University Guests is not permitted except pursuant to a co-sponsorship agreement in which the group holding the assigned space is primarily responsible for planning and implementing the event. All co-sponsored events in the assigned space must comply with applicable University policies, rules and regulations.

Food in spaces

To ensure proper handling for food that is served to the public, all groups are required to complete an annual food safety session with the Department of Environmental Health and Safety. In addition, the SUA Events and Conferences Dept must be notified at least 10 days in advance of the event.

Furniture

Furniture that was purchased a part of the 2nd floor renovation is the property of SUA and the University of Minnesota. The furniture is indicated on the floor plan in Exhibit A. This furniture will be replaced according to SUA and University depreciation models. Any repair or replacement of furniture not covered in the University depreciation model is at the expense of the use agreement holder. Removal of any furniture from the 2nd floor to be used elsewhere on campus or in other SUA spaces is not permitted.

Keys for Storage Cabinets within the Assigned Space

Each group may be issued 10 cabinet keys for their office when they take possession of their space. There will be a $10.00 replacement key charge for any lost, stolen, or destroyed keys. Requests for keys must come from the current President's U of MN email account to the      . No duplication of keys is allowed. All keys must be issued by SUA with a signed key agreement on file for each group President. Violation of key policy may render you responsible for locksmith expenses to re-key the affected areas. Additionally, any lost keys causing a breach of security may result in the organization paying to re-core and re-key the cabinets. All keys must be returned to SUA at end of employment or officer term.

Meetings With Multicultural Student Engagement

All Cultural Center leadership are required to have monthly meetings with Multicultural Student Engagement staff. The purpose of the meetings is to support the cultural centers in advancing their mission.

Murals

Murals may be painted on sheetrock walls and columns only. Murals are not considered permanent art installations and may be removed as a result of losing space or general upkeep to the space. The metal walls system may not be painted in any way. Prior to painting a mural, a meeting must be held with SUA Operations Team to review the group’s plan to protect the carpet, metal walls adjacent to the proposed mural location, and cleanup/disposal of unused paint and painting tools. Meetings may be scheduled by emailing      .

Office Hours

Organization must have regularly scheduled office hours. These hours must be posted in a prominent location (such as the office door) by      . Office hours will be monitored by SUA. Space will not be used by non-student staff on a permanent basis.

Security

In an emergency, call 911.

SUA operations and security staff will patrol the building at all times during operating hours. If incidents such as theft, assault, vandalism, etc, occur in the building, please complete an incident report. Incident reports are available      . A report must be completed for all incidents.

Please make sure that you lock your office whenever you leave your space. For example, if you go to the restroom, please lock your office until you return. SUA and the University of Minnesota are not responsible for lost or stolen property, so please lock your offices.

If you have additional security requests, please contact      ,      , by e-mail at      @umn.edu or by phone at    -    -    .

SPACE ACCESS

Card Access

Group members will use their U Cards to gain access to doors with their U Cards. Each group that has individual office space with card swipe access may have up to 20 group members programmed to unlock their door. Requests for group members to be added to or removed from a door must come from the current President's U of MN email account to      . No keys to the doors will be issued.

Access Lists

Each group may grant access to any members that do not have card swipe access through the use of an Access List held at the Welcome Desk at CMU 134. To add or remove members from that list, the current President must send an email from their U of MN account to      ,      , at      @umn.edu. Group members added to the access list are required to be current University of Minnesota students, show identification, and sign-in at the Welcome Desk before access to the space will be granted.

Off Hours Access

Access to any office in the building outside of the building hours listed on the SUA website requires advance approval. For approval, please contact      ,      , at      . Building hours will be limited during break times, holidays, and inter/summer session. Limited hours will be posted at entrances and communicated to the tenants via email.

**EXHIBIT E**

#### **Coffman Memorial Union**

#### **Contact Information**

## Custodial support

     ,

   -    -     (direct)

     @umn.edu (email)

**Maintenance support**

     ,

   -    -     (direct)

     @umn.edu (email)

**Space Use Agreement support**

     ,

   -    -     (direct)

   -    -     (mobile)

     @umn.edu (email)

**support**

**Name:**

**Phone:**

**Email:**

**Student Activities Office support**

**Name:**

**Phone:**

**Email:**

###### Emergency and Security Issues

**When in doubt, call 911 for University Police**

     ,

   -    -     (direct)

   -    -     (mobile)

     @umn.edu (email)

     ,

   -    -     (direct)

   -    -     (mobile)

     @umn.edu (email)