External Organizations

 Morris Campus



Summer Housing Agreement

 **THIS AGREEMENT** is entered into effective as of      , by and between the Regents of the University of Minnesota Morris (“University”), a Minnesota constitutional corporation, and       (“Organization”), a      . This Agreement is entered into by University through the Office of Residential Life (“ORL”).

**1. Use; Location and Nature of Accommodations.**

 1.1 University grants Organization the right to occupy the sleeping rooms and to share with others the use of the common areas in a residence hall located on the Morris campus in Morris, Minnesota (“Residence Hall”), and designated on Exhibit A for Organization’s camp or event (the “Event”). Organization understands and agrees that University is unable to guarantee that space in a particular residence hall will be available. University reserves the right to reassign Organization to available space of substantially equal quality in other residence halls and will notify Organization in writing in the event of such reassignment.

 1.2 Sleeping rooms shall be occupied solely by persons attending the Event (“Attendees”). Organization shall provide University with a roster that includes the full name, age (if minors) and sex of all Attendees, as well as such other information as University may reasonably require, at least 5 days prior to the Event. University shall assign a block of rooms in the Residence Hall to Organization for the Event and Organization shall be responsible for assigning Attendees to rooms. All sleeping rooms are intended for occupancy by two, three or four people and are equipped with a single bed for each Attendee assigned to the room.

 1.3 If any Attendees of Organization are minors, the following provisions apply: No child under the age of ten (10) will be permitted to occupy sleeping rooms. Organization shall provide qualified and responsible adult chaperones throughout the entire term. The roster shall designate which persons are chaperones. Organization and its chaperones shall be responsible for supervising Attendees while on all University property, and Organization shall take all steps necessary to assure that chaperones are properly qualified and trained to perform their supervisory responsibilities. Notwithstanding anything in this Agreement or otherwise applicable residence hall policies and regulations, chaperones shall not possess or use alcoholic beverages or illegal substances in the Residence Hall. Organization’s ratio of chaperones sleeping in the Residence Hall to minors sleeping in the Residence Hall will be at least one (1) adult chaperone for every twenty (20) children under the age of eighteen (18). University reserves the right to require additional chaperones when Attendees younger than twelve (12) will be sleeping In the Residence Hall. If University issues more than two (2) warnings to Organization’s on-site staff that Organization has failed to adequately supervise the conduct of Attendees, then University shall have the right to require Organization to provide additional staff. Where Organization’s Attendees include minors, Organization’s representatives and chaperones will be required to participate in a safety orientation program before the end of the first full day of the Event to be presented by University.

 1.4 In the event Organization’s use of the Residence Hall is in conjunction with a camp or a program which includes minors, Organization shall be required to comply with the provisions of the Camp Addendum, attached to this Agreement as Exhibit B.

 1.5 **IMPORTANT**: This Agreement does not relate to athletic facilities, classrooms outside of residence halls, meeting rooms outside of residence halls or other services or facilities which are or may be desired by Organization, and University’s obligation to provide any such services or facilities only arises if a separate agreement is executed by Organization and University. Organization is encouraged to make arrangements for all University services and facilities it requires in connection with its use of University housing before signing this Agreement. The inability of Organization to procure other services or facilities from University is not a basis for canceling this Agreement or securing a refund of any part of the Fee due under this Agreement.

**2. Term.** Organization and its Attendees shall have the right to occupy the Residence Hall from      . on      , 20\_\_ (the “Arrival Date”) until      on      , 20\_\_ (the “Departure Date”), subject to early arrival or late departure as requested by Organization and agreed to by University.

**3. Fee.** Organization shall pay to University a fee in the amount of $      (the “Fee”) for use of the Residence Hall for the Event. The Fee is based on a cost of $      per Attendee per day for a single occupancy room and a cost of $       per Attendee per day for a double occupancy room. The Fee is subject to applicable sales and use tax. In addition to the Fee, Organization shall be responsible for the charges as provided in Sections 5 and 6 below.

**4. Residence Hall Policies and Regulations.** University shall provide Organization with a copy of the policies and regulations applicable in the residence halls on the Morris campus. Organization agrees to comply with all University policies, procedures and regulations pertaining to summer housing and use of University property, as amended from time to time. Organization shall take all steps reasonably necessary to inform Attendees of applicable policies, procedures and regulations and to enforce the same.

**5. Organization’s Responsibilities.** Organization agrees to:

 5.1 Comply with all Residence Hall check-in and checkout procedures.

 5.2 Pay for damage to the Residence Hall and for damage to or loss of furniture, appliances and fixtures in the Residence Hall caused by Organization, its Attendees, invitees or any persons under Organization’s control.

 5.3 Pay all charges for phones checked out to Attendees which are not returned by the Departure Date. Local phone service from phones in sleeping rooms is included at no charge.

 5.4 Pay all charges for all repairs and non-routine cleaning of the Residence Hall arising out of Organization's use as determined by University in its sole discretion.

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

 6.1 Provide space and a limited number of tables and chairs in the residence hall lobby or other area specified by University for distribution of Organization’s materials to Attendees.

 6.2 Provide check-in services for Attendees, including room keys, building access keycards/keys.

 6.3 Assist Organization in preparing any required safety orientation for minor Attendees.

 6.4 Provide residence hall orientation to Organization’s chaperones, if any.

 6.5 Provide 24 hour ORL staff contact information for emergencies, lock-outs, etc.

 6.6 Provide maintenance and operational services in accordance with its routine schedule for the Residence Hall.

 6.7 Provide custodial service.

**7. Right of Entry.** University shall have the right upon reasonable notice to enter the Residence Hall 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/Keycards.** Keys/keycards to the Residence Hall shall be returned to ORL’s staff located in the Residence Hall by Organization or its Attendees on or before the Departure Date. Keycards replaced during occupancy will incur a charge of $5.00 for each replaced keycard. Room keys replaced during occupancy will incur a charge of $60.00 for each room key replaced. Keys not returned at checkout shall be considered lost. A charge of $60.00 for each lost room key shall be imposed and paid by Department.

**9.** **Concessions/Novelties.** Organization shall not sell any concessions or novelties related to the Event in the Residence Hall without University’s prior written consent.

**10. Food Service.** If meals for Attendees are required, Organization shall contact Karen Ellis at (320) 589-6463 to arrange for meals to be served on campus.

**11. Alterations; Signs.** Organization shall not decorate, change or alter the Residence Hall nor shall Organization display any signs or advertising on or within the Residence Hall without the prior written consent of University, which consent University may grant or withhold in its sole discretion. University agrees to permit Organization to post a reasonable number of signs, such as schedules, contact information and emergency information, so that participants are able to contact Organization staff in case of emergency and for safety purposes.

**12.** **Personal Property.** University shall NOT be responsible for loss of or damage to any personal property of Attendees or other persons participating in the Event.

**13.** **Indemnification.** Organization 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) Organization’s violation or alleged violation of any federal or state copyright or similar laws; 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 Organization’s use of the Residence Hall or any University property.

**14. Insurance.** At all times during its performance under this Agreement, Organization, and any subcontractor and vendor, shall obtain and keep in force the following coverages written by a reputable insurance company acceptable to University or with a current AM Best Rating of A-VII or better, and authorized to do business in Minnesota:

 14.1 Commercial General Liability insurance, including coverage for bodily and personal injury, and property damage, including products liability, with limits of not less than $1,000,000 each occurrence and $3,000,000 aggregate.

 14.2 Automobile Liability coverage with limits not less than $1,000,000 combined single limit.

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

Regents of the University of Minnesota shall be included as an additional insured for General Liability and Automobile Liability on a primary and non-contributory basis.  Each policy shall include a waiver of subrogation and will provide that the policy will not be canceled, non-renewed or materially changed without at least 30 calendar days’ prior written notice to University. Organization agrees to furnish proof of all such insurance when requested by University but not later than 30 calendar days prior to the Arrival Date.

**15.** **Assignment.** Organization 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, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

 If to University: University of Minnesota Morris

 Office of Residential Life

 Attn:

 Facsimile No.:

 E-mail:

 With copies to: University of Minnesota

 Real Estate Office

 451 Donhowe Building

 319-15th Avenue SE

 Minneapolis, MN 55455-0199

 Facsimile No.: (612) 624-6345

 E-mail: reo@umn.edu

(Send notices alleging a University of Minnesota

 University default only) Office of the General Counsel

 Attn: Transactions Group

 360 McNamara Alumni Center

 200 Oak Street SE

 Minneapolis, MN 55455-2006

 Facsimile No.: (612) 626-9624

 E-mail: contracts@mail.ogc.umn.edu

If to Organization:

 Attn:

 Facsimile No.:

 E-mail:

Notwithstanding the provisions of this Section 16, notices from University to Organization shall be deemed valid if delivered to the on-site camp director or designee with a copy sent to Organization at its email and/or facsimile address set forth in the Synopsis. Organization 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.

**17. License Only, Termination and Remedies.** Organization 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 Organization if Organization does not comply with the terms and conditions of this Agreement or if this Agreement otherwise gives University the right to terminate this Agreement. University agrees to give Organization reasonable notice under the circumstances of contract violations and a reasonable opportunity to cure such violations. University shall also have the right to take disciplinary action against individual Attendees violating applicable University rules, regulations and procedures, including terminating the Attendee’s right to occupy a sleeping room in the residence hall. Prior to taking any such action, University shall endeavor to consult with Organization and to allow Organization to take its own appropriate action. If University terminates this Agreement for any reason other than Organization’s failure to comply with the terms and conditions of this Agreement, University shall refund the Fee to Organization, provided, however, that if University revokes this Agreement after the commencement of the Term, the Fee shall be apportioned between University and Organization on a pro rata basis. Organization shall pay to University all of University’s damages, costs and fees, including attorneys’ fees, caused by Organization’s failure to comply with the terms and conditions of this Agreement. In addition, if Organization 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 as provided in this Agreement or by law.

**18.** **Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, terrorist acts, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**19. Remedies Cumulative-Waiver of Rights.** Subject to Section 18 above, all remedies conferred on University or Organization shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this shall not be construed as a waiver or relinquishment for the future of such covenant. No waiver by University or Organization 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 fee payable by organization as set forth in Section 3.

**21. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties or by a third party to create the relationship of landlord and tenant, principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Organization, it being expressly understood and agreed that neither the method of computation of the Fee nor any other provisions contained in this Agreement nor any act or acts of the parties shall be deemed to create any relationship between University and Organization other than licensor and licensee.

**22. No Third Party Beneficiaries.** No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this agreement any rights, remedies, obligations, or liabilities.

**23. Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

**24. Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. This Agreement does not apply to Organization’s use of University athletic facilities.

**25. Severability.** The provisions of this Agreement are severable. Should any provisions of this Agreement be held unlawful or invalid by any competent authority, the remainder of the Agreement shall remain in full force and effect and binding upon the parties to the Agreement.

**26. Exhibits.** The terms and conditions of Exhibit A (Residence Hall) and of Exhibit B (the Camp Addendum), if applicable, to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s), which are not specifically defined in such Exhibit(s), shall have the meanings given them in this Agreement.

**27. 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.

**28. Governing Law/Jurisdiction.** The internal laws of the State of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

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

**Regents of the University of Minnesota**

By: By:

Name:       Name:

Title:       Title:

Date: Date:

EXHIBIT A

Residence Hall

EXHIBIT B

CAMP ADDENDUM TO

SUMMER HOUSING AGREEMENT

**A. Camp Stores.** Organization desiring to operate camp stores within the Residence Hall may do so only with written consent of University. Organization shall operate camp stores out of room(s) designated by University and shall pay an additional fee for the use of such room(s). If University consents to a camp store in the Residence Hall, the following items may be sold from the camp store: food (candy, chips and salty snacks) and beverages, in compliance with all University exclusive vendor contracts. 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.

No food or beverage shall be sold at a camp store or otherwise offered by Organization without the written consent of University Dining Services and University’s Department of Environmental Health & Safety. Organization shall not interfere with access to vending machines located within the Residence Hall or on any University property.

**B. Medical Consent Forms.** Organization shall obtain for each minor attendee a medical consent form signed by a parent or legal guardian authorizing Organization’s employees or staff to take ill or injured Attendees for medical treatment. Organization shall provide signed consent forms to University upon request, and University shall retain such consent forms in the Office of Residential Life to the extent required by University policy and applicable law.

**C. Audit and Retention of Records.** Organization shall maintain lists of Attendees, staff personnel and chaperones, releases and other records related to Organization’s use of the Residence Hall for a period of six (6) years following the Departure Date. Records relevant to the calculation of the Fee and other use-related charges payable by Organization in connection with its use of the Residence Hall shall be made available to University for inspection upon request. Organization 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 Organization’s use of University facilities.

**D. Insurance.** Notwithstanding the provisions of Section 14 of the Agreement, Organization 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 participants; and $5,000 medical expense coverage per participant. Organizations 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.

**E.** **Supervision; Safety and Protection of Minors.** Organization shall be responsible for (i) supervising campers while anywhere on University property and (ii) providing qualified, properly trained and responsible adult supervisors to ensure compliance with all University policies, including the Safety of Minors policy, as well as rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement. If the camp is a sports camp, Organization shall also employ suitably qualified athletic trainers in numbers appropriate to the risks of the camp activity and the medical needs of campers in order to minimize the risk of illness or injury to campers.

**Organization represents and certifies to University that:**

* Organization’s employees, camp counselors, chaperones, supervisors, volunteers, and any others interacting with campers who are minors (and anyone who supervises such persons) (collectively, “Organization Parties”) have passed a criminal background check;
* Organization 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 Minn. Stat. §626.556; and
* Organization maintains a readily-accessible list of parent and/or emergency contacts for campers who are minors.

University reserves the right to require Organization to provide written evidence of compliance with the requirements of this Section E.