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AGREEMENT FOR SUMMER HOUSING

 **THIS AGREEMENT FOR SUMMER HOUSING** (the **“Agreement**”)is entered into on      , 20      between Regents of the University of Minnesota, a Minnesota constitutional corporation, Rochester Campus (“**University**”), and      , a       (“**Organization**”) on behalf of       (collectively, “**Residents**”).

 **WHEREAS,** University operates 318 Commons, a housing facility for University students, located at 318 First Avenue, Rochester, Minnesota (the “**Building**”), which are vacant during the summer months and available for rental to third-party organizations; and

 **WHEREAS,** Organization is seeking summer housing for Residents; and

 **WHEREAS,** University agrees to provide apartments in the Building for occupancy by Residents, and Organization agrees to pay rent for use of such apartments by Residents in accordance with the terms and conditions of this Agreement.

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

**1. Reserved Apartments.** University hereby reserves a maximum of       apartments in the Building for use and occupancy by Residents during the 20      “**Summer Season**” (defined as the period beginning two weeks after the end of University’s Spring Semester and ending two weeks prior to the beginning of University’s Fall Semester or a portion thereof that is at least thirty (30) consecutive days) as identified in Exhibit B. Organization will be charged only for the apartments reserved by Organization for the Summer Season (or portion thereof), in accordance with Section 4 below. Residents will be assigned to bedrooms in apartments by University staff and share the apartment with other Residents of the same gender and in the same summer program. No other persons will be permitted to reside with a Resident in the apartments during the Summer Season. University, in its sole discretion, reserves the right to relocate an assigned apartment to a comparable apartment in the Building at any time during the Summer Season, which relocation will not be unreasonably undertaken. Organization shall designate an employee to act as a Group Sponsor for Organization. The Organization Group Sponsor shall negotiate check-in procedures, daily service expectations, and check-out procedures with University housing staff prior to occupancy by group. These negotiated procedures will be communicated by University housing staff to Organization Group Sponsor and Resident prior to occupancy.

**2. University Policies, Procedures and Regulations.** Organization agrees to comply with applicable federal, state, and local laws, ordinances, rules, and regulations. In addition, Organization agrees to use the Building 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 Building for summer housing. The foregoing specifically includes, but is not limited to, all CDC, MDH, and University guidance related to COVID-19 including, but not limited to, [University’s COVID Health and Safety](https://r.umn.edu/spring-2021/health-and-safety) webpage and the [Office of Residential Life Policies and Procedures](https://r.umn.edu/sites/r.umn.edu/files/2019-07/Office%20of%20Residential%20Life%20Policies%20and%20Procedures.pdf). Organization shall take all steps reasonably necessary to inform Residents of applicable policies, procedures and regulations and to enforce the same.

**3. Summer Housing Agreements.**  All Residents must enter into Summer Housing Agreements with University in the form attached to this Agreement as Exhibit A. If any Resident is a minor (age 17 and younger), a parent or guardian must also enter into the Summer Housing Agreement. A Resident will not be allowed to move into the Building until the Housing Agreement has been signed.

**4. Rent.** Organization will provide University with a list of all Residents who intend to reside in the Building during the Summer Season and each Resident’s length of stay (not less than 30 consecutive days) no later than       (the “**Final Reservation Date**”). Organization will pay to University for the Summer Season a payment based on weekly rates for the different room types $     , further detailed in Exhibit B, (includes partial weeks) for each Resident on the list provided by Organization on or before the Final Reservation Date. If Organization fails to provide University a list by the Final Reservation Date, Organization’s payment will be calculated based on the number of apartments reserved in Section 1 for the full Summer Season. The apartments for each program are reserved by University staff and thus, the number of the various layout options is determined by what University staff have reserved. Upon calculation of Organization’s payment amount, University will provide Organization with an invoice for the rent for the Summer Season, which Organization shall pay no later than 30 days after receipt.

**5.** **Personal Property.** University assumes no responsibility for theft, destruction, or loss of Residents’ money, valuables, or other personal property located within an apartment, in the Building, or on University property before, during, and after the Summer Season.

**6.** **Indemnification and Release.**

 6.1 Organization agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University, its regents, officers, directors, and employees from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney and other professional fees) arising from or in connection with (i) Organization’s use of the Building and other University property by Residents, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Organization’s employees, agents, vendors, contractors, or invitees; or (iii) Organization’s failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement. However, in no event shall Organization be liable to University for any damages, of whatever nature, including without limitation, property, consequential, direct, indirect, general, or lost profits, resulting from use of the Building and other University property by Residents.

 6.2 Subject to applicable law, including the provisions of the Minnesota Tort Claims Act, University agrees to defend (with University’s Office of the General Counsel or other counsel reasonably acceptable to Organization), indemnify, and hold harmless Organization, its directors, officers, and employees from and against all claims actions, damages, judgments, fines, liabilities, and expenses (including attorney and other professional fees) arising from or in connection with the (i) the negligent or wrongful acts of University, its employees, and agents, or (ii) University failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

 6.3 This Section 6 shall survive the expiration or earlier termination of this Agreement.

**7. Obligations at End of Summer Season.** Each Resident shall be solely responsible for all costs to repair damage to the Resident’s assigned apartment and the Building caused by the Resident during the Summer Season, ordinary wear and tear and damage from the elements excepted. In no event will University seek to recover costs for such repairs from Organization. However, if needed in order to assist University in recovering costs to repair damage to University property caused by Residents, Organization agrees to use reasonable efforts to assist University in recovering such costs, including but not limited to, providing a correct address for a Resident if a billing invoice is returned, and/or sending a reminder letter to a Resident, if University notifies Organization that a Resident has not timely paid for damages the Resident has caused. Personal property not removed by Residents at the end of the Summer Season will be considered abandoned, and University may dispose of it as it deems expedient without liability to Organization or to Residents. This provision shall survive the expiration or earlier termination of this Agreement.

**8. Default.** If a Resident fails to comply with any term or condition of the Summer Housing Agreement, University shall have the option of terminating the defaulting Resident’s Summer Housing Agreement immediately without refund of rent. In the event of a default by University of any term or condition of the Summer Housing Agreement and/or this Agreement, the sole remedy of Organization and the affected Resident is the termination of the Resident’s residency in the Building and a refund of applicable rent. In no event shall University be liable to Organization, Residents, or others for any damages, of whatever nature, including without limitation, consequential, direct, indirect, general, or lost profits, resulting from University’s default of this Agreement.

**9. 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 Building for summer housing as described in this Agreement. 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 this Agreement is cancelled 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 Organization 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. Casualty.** If the Building is substantially damaged or destroyed by fire or casualty, this Agreement and all Resident Summer Housing Agreements will automatically terminate upon the date of such damage or destruction. Upon such termination, all future obligations of the parties shall cease, and rent shall be equitably abated.

**11. Use of Names, Logos and Wordmarks.** Except as specifically permitted in this Agreement or in any other agreement between University and Organization, neither University nor Organization shall use the name, logo, or marks (including, but not limited to, colors and music) owned by or associated with the other party in any advertising, publicity, endorsement, or promotion without the prior written permission of the other party in each instance.

**12. 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 partnership, joint venture, or any association whatsoever between University and Organization, it being expressly understood and agreed that neither the method of computation of the rent 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.

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

**14. Notices.** All notices will be in writing and delivered personally, by electronic mail (provided delivery is confirmed by the receiving party), or by overnight courier service or by first-class United States mail, certified or registered, return receipt requested, to Organization at

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and to University at University of Minnesota Rochester, Vice Chancellor for Finance/Campus Resources, 300 University Square, 111 South Broadway, Rochester, MN 55904, rhousing@r.umn.edu with copies of notices of default to University of Minnesota, Office of the General Counsel, Director of Transactional Law, 200 Oak Street SE, Suite 360, Minneapolis, MN 55455, ogcweb@umn.edu.

**15.** **Entire Agreement.** This Agreement (including all exhibits) 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.

**16. Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement.  The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

 **IN WITNESS WHEREOF**, University and Organization 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:  | **Organization:** By:  Name:      Title:      Date:   |

**EXHIBIT A**

SUMMER HOUSING AGREEMENT

(For Residents)

 **This Summer Housing Agreement** (the **“Agreement**”)is entered into on [*insert date*] between Regents of the University of Minnesota, Rochester Campus (the “**University**”), and [*insert name of resident*] (the “**Resident**”).

**1. Apartment.** University operates 318 Commons, a housing facility for University students, located at 318 First Avenue, Rochester, Minnesota (the “**Building**”). University grants Resident the right to occupy Apartment No. [*insert apartment number*] in the Building (the “**Apartment**”) during the Term stated below. A maximum of four Residents may occupy the Apartment described in this Agreement, and each Resident will be required to enter into a separate Summer Housing Agreement. No other persons will be allowed to stay in the Apartment overnight. University, in its sole discretion, reserves the right to relocate the Apartment to a comparable apartment in the Building at any time during the Term stated below, which relocation will not be unreasonably undertaken.

**2. Use.** Resident will occupy the Apartment according to the terms of this Agreement, the Agreement for Summer Housing between University and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Organization**”), the Master Lease between University and GH Holdings, all applicable federal, state, and local laws, ordinances, rules, and regulations and all University policies, procedures, rules and regulations (including prohibitions on pets, smoking, alcohol, gambling and firearms), the [Safety of Minors Policy](https://policy.umn.edu/operations/minorsafety), if applicable, and the [Office of Residential Life Policies and Procedures](https://r.umn.edu/sites/r.umn.edu/files/2019-07/Office%20of%20Residential%20Life%20Policies%20and%20Procedures.pdf). University reserves the right to amend the Office of Residential Life Policies and Procedures at any time, provided that no such amendment will adversely affect the rights explicitly granted to Resident in this Agreement. University shall provide each Resident access to all University policies, procedures, rules, and regulations before or upon checking in. In addition, Resident agrees to use the Building 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 Building for summer housing. The foregoing specifically includes, but is not limited to, all CDC, MDH, and University guidance related to COVID-19 including, but not limited to, [University’s COVID Health and Safety](https://r.umn.edu/spring-2021/health-and-safety) webpage.

**3. Term.** Resident will occupy the Apartment from [*insert beginning date*] through [*insert ending date*] (referred to in this Agreement as the “**Summer Season**”).

**4. Rent.** Rent for Resident’s use of the Apartment during the Summer Season will be paid by Organization.

**5. Utilities and Services.** University shall provide heat, electricity, sewer/water services, trash removal and major maintenance and repairs to the Building and the Apartment. Resident will deposit trash and recyclable materials in the designated trash receptacles and shall keep the Apartment in order and in good clean condition. Resident is responsible for providing linens, towels, and shower curtain.

**6. Check-In and Check-out Procedures.** University housing staff will communicate check-in and check-out procedures to Resident and Organization’s Group Sponsor. Included in these procedures will be the successful completion of a Room Inventory Form within 24 hours of occupancy by Resident, for the purposes of documenting all existing damages. University housing staff, or their representative, will inspect the Apartment after Resident vacates the Apartment to determine if any damage has occurred during the Summer Season, normal wear and tear and damage from the elements excepted.

**7. University Fobs/Keys**. University will provide fobs and keys at check-in. For security purposes, a lost fob or key should be reported immediately to the University and Resident must complete the Fob/Key Replacement Form within 48 hours of losing a fob or key. Resident will be charged $50 for each lost or unreturned fob, $25 for each lost or unreturned bedroom key, and $15 for each lost or unreturned mailbox key. If Resident fails to provide payment within 10 business days from the date of completing the Fob/Key Replacement Form, the amount to replace any lost or unreturned fob/keys will be invoiced to the Resident’s permanent address plus a $100 improper checkout fee.

**8. Right of Entry.** University will have the right upon reasonable notice to enter the Apartment during all business hours (except in emergency situations when entry will be immediate) 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/check out procedures, (iv) at the request of Resident, or (v) any other reasonable purpose.

**9.** **Personal Property.** University assumes no responsibility for theft, destruction or loss of Resident’s money, valuables or other personal property located within the Apartment or on University property before, during and after the Summer Season.

**10. Obligations at End of Summer Season.** Resident shall, upon the expiration or earlier termination of this Agreement or upon reassignment of Apartment as provided above, leave the Apartment in good clean condition, ordinary wear and tear and damage from the elements excepted. Resident shall not alter the Apartment in any way, including marring the surface of walls, furniture, etc., with tacks, nails, tapes, etc. Resident shall be solely responsible for all costs to repair damage to Apartment and Building caused by Resident or Resident’s guests during the Summer Season, ordinary wear and tear and damage from the elements excepted. Residents may be charged and held accountable for shared spaces that do not meet the cleanliness standards required by the University. Charges may be billed to the individual, the group of roommates who utilized the same living spaces, or residents in the Building who utilized shared spaces. If an individual does not accept personal responsibility for a common area damage or cleanliness, all persons associated with that space will be charged for the damage or cleanliness issue incurred. Damage charges will be divided evenly unless University determines who is responsible for the damages. Failure to pay University’s costs to repair damage may result in denial of future requests for housing. Personal property not removed by Resident at the end of the Summer Season will be considered abandoned, and University may dispose of it as it deems expedient without liability to Resident or anyone else.

**11. Default.** If Resident fails to comply with any term or condition of this Agreement, University may immediately terminate this Agreement, and Resident will vacate the Apartment in accordance with Section 10 above. If University fails to comply with any term or condition of this Agreement, the sole remedy of Resident shall be the termination of this Agreement. In no event shall University be liable to Resident or others for any damages, of whatever nature, including without limitation, consequential, direct, indirect, general or lost profits, resulting from University’s default of this Agreement.

**12. 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 Building for summer housing as described in this Agreement. 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).

**13. Resident Assistance.** For on-call assistance from University housing staff, please call (507) 517-8277. This number can be used for emergencies, lockouts, or general concerns that may arise from occupants. Issues with facilities or maintenance will be directed to 318 Commons Building Management via University housing staff. To discuss contracts or room move details, please set up an appointment with the Residential Life Director by calling 507-258-8028 or emailing rhousing@r.umn.edu. Notices required by this Agreement shall be sent to the Resident at the Apartment and to University at UMR Housing Coordinator, 318 Commons, Suite 100, 318 First Avenue SW, Rochester, MN 55902.

**14. Casualty.** If the Building is substantially damaged or destroyed by fire or casualty, this Agreement will automatically terminate upon the date of such damage or destruction. Upon such termination, all future obligations of Resident and University shall cease.

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

**Regents of the University of Minnesota Resident**

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Parent/Guardian of Resident** (required if Resident is 17 years old or younger)

I authorize University to assign my child, the Resident named above, to an apartment at 318 Commons with residents age 18 and over.

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT B**

**Rates & Apartment Reservations**

University reserves the following apartments during the indicated time periods in the Building for use and occupancy by Residents:

Program Name:

* # of apartments/#of beds reserved:
* Term:
* Group Sponsor:

**Rates:**

$     /week/person for studio apartments with shared bathrooms,

$     /week/person for double beds with shared bathrooms,

$     /week/person for single beds (twinXL) with shared bathrooms,

$     /week/person for single beds (twinXL) with private bathrooms,

$     /week/person for single beds (full) with shared bathrooms,

$     /week/person for single beds (full) with private bathrooms and

$     /week/person for private apartments