License No. U-

Non-University Licensee



FACILITY USE AGREEMENT

ITASCA BIOLOGICAL STATION AND LABORATORIES

 **THIS FACILITY USE AGREEMENT** (“**Agreement**”) is entered into on      , by and between Regents of the University of Minnesota (“**University**”), a Minnesota constitutional corporation, and      , a       (“**Licensee**”). This Agreement is entered into by University through its College of Biological Sciences and the Itasca Biological Station and Laboratories.

**1. Facility.** University owns and operates the Itasca Biological Station and Laboratories located at Itasca State Park near Lake Itasca, Clearwater County, Minnesota, which includes cabins, the dining hall, classrooms, laboratories, the Assembly Hall, Biome Center, and recreational areas (all together, the “**Facility**”).

**2. Use.** University grants to Licensee the right to use the Facility for the purpose of conducting or attending classes and meetings and/or conducting research.

 2.1 Licensee’s use shall include the following areas of the Facility:

 2.1.1 Licensee shall be assigned to the following cabin(s):      . Licensee’s use of cabins will be exclusive or shared with other Licensees, as designated below:

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 [ ]  Will be used exclusively by Licensee; or

 [ ]  Will be shared with other Licensees

 2.1.2 Licensee’s use of the dining hall, classrooms and laboratories shall be according to a schedule provided by University. Licensee shall sign the Lab Use Addendum before use of the laboratories is permitted.

 2.1.3 Use of the Assembly Hall, Biome Center Auditorium, and recreational areas is shared with other guests at the Facility. However, if Licensee is granted exclusive use of the Assembly Hall or Biome Center Auditorium for a private event, such use will incur an additional fee.

 2.2 Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and regulations (including smoking, alcohol and firearms), Facility rules posted in the Facility or on the Facility’s website, and all federal, state and local laws, ordinances, rules and regulations. University policies and regulations and Facility rules are subject to change without notice.

2.3 The Facility is provided in “AS IS” condition and University is under no obligation to make any alterations, additions, improvements, or decoration in or to the Facility.

 2.4 Licensee shall not install, use, generate, store, or dispose of in or about the Facility any hazardous substance, toxic chemical, pollutant, or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1985 or the Minnesota Environmental Response and Liability Act or any similar law or regulation, including without limitation any material containing asbestos or PCBs (collectively “**Hazardous Materials**”) without University’s written approval of each Hazardous Material. University shall not unreasonably withhold its approval of use by Licensee of immaterial quantities of Hazardous Materials customarily used in office business operations so long as Licensee uses such Hazardous Materials in accordance with applicable laws. Licensee shall indemnify, defend and hold University harmless from and against any claim, damage, or expense arising out of Licensee’s installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**3. University’s Reservation of Rights.**

 3.1 Unless Licensee or its guest is assigned exclusive use of a cabin, University may re-assign or move Licensee or its guest to another cabin at the Facility from time to time and upon notice to Licensee, and Licensee agrees that upon receipt of such notice, Licensee shall—or shall cause its guest to—cease use of the cabin then in use and shall comply with the terms of this Agreement with respect to the new cabin.

 3.2 University shall have the right to enter, pass through, and examine the Facility for the purposes of (i) inspecting or making repairs, additions, or alterations, (ii) ensuring health, fire and safety regulations are observed; (iii) as part of check in/check out procedures, or (iv) for any other reasonable purpose.

 3.3 In exercising its rights under this Section, University shall, when feasible, provide Licensee with reasonable prior notice of University’s activities, and shall make a reasonable effort to minimize the resulting interference with the conduct of Licensee’s business.

**4. Term.**

 4.1 Licensee shall have the right to use the Facility from       through       (the “**Term**”). Licensee’s use of the Facility pursuant to this Agreement will not exceed 50 separate calendar days.

4.2 If Licensee or any of its members, guests or invitees fails to keep any term of this Agreement, the Lab Safety Plan, a Facility rule, any University policy or regulation, University may terminate this Agreement and Licensee shall be required to vacate the Facility immediately.

**5. Dining/Meals.** University shall provide meals in the dining hall according to the meal schedule provided to Licensee attached to this Agreement as **Exhibit A**. Unless otherwise agreed by Licensee and University, dining service shall include three meals per day (or two meals per day on weekends) for Licensee and its attendees. The first meal served is       on the date of arrival and the last meal served is       on the date of departure. Licensee shall provide to University final guaranty of the number of attendees at each meal at least three (3) weeks prior to the date of arrival. Box meals may be substituted for lunch upon three (3) days’ prior written request to University.

**6. Fees.** Unless otherwise agreed in writing, all fees and applicable sales tax are due at the end of the stay or after departure.

 6.1 Licensee shall pay a fee for Licensee’s use of the cabins, laboratories and classrooms in the amount of       and   /100 dollars ($     ).

 6.2 Based on the request submitted by Licensee identifying the days on which Licensee shall purchase meals (breakfast, lunch, dinner, brunch and snacks/coffee), Licensee shall pay a meal fee in the amount of       and   /100 dollars ($     ).

 6.3 Licensee shall pay an additional Station Use Fee for use of wifi, rec equipment, and shared station facilities  in the amount of       and   /100 dollars ($     ).

**7. Utilities, Services, Alterations.** University shall provide the following utilities and services: heat, electricity, sewer/water services, and trash and recycling removal. Licensee will deposit trash and recyclable materials in the receptacles designated by University and shall keep the Facility in good clean condition and order. Licensee shall not alter the Facility in any way, including marring the surface of walls, furniture, with tacks, nails, tapes, or disturbing the natural environment.

**8**. **Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility before, during or after the Term of this Agreement.

**9.** **Insurance.** At least 30 days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than 30 days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

 9.1. Check either (A) (B) or (C) below as applicable:

 [ ]  (A) Licensee’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.

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

[ ]  (C) 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.

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

 9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) 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 and shall name Regents of the University of Minnesota as an additional insured. Licensee shall provide written notice to University if any of the required insurance coverage is canceled, modified or non-renewed before the end of the term of this Agreement. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

**10. Release, Indemnification.** Licensee agrees to release, defend, indemnify, and hold harmless University from and against any and all liability, claims, injuries, loss, damage, actions, fines, costs and expenses of any kind or nature whatsoever (including reasonable attorneys’ fees) arising out of or caused by Licensee and Licensee’s family, guests, employees, agents, assigns, visitors or invitees in their use of the Facility.

**11. Guests or Assignment.** Licensee shall not, without the prior written consent of University in each instance, (a) permit visitors or guests of Licensee to stay overnight; (b) assign this Agreement; or (c) permit another to use the Facility. Licensees are not permitted to occupy any other cabin in the Facility, nor switch cabin assignments with other Licensees without University’s prior written consent to such change.

**12. Obligations at End of Agreement.** Licensee shall, upon the expiration or earlier termination of this Agreement or upon reassignment of cabins as provided above, cease use of the Facility, leaving it in as good a condition as when it took it, ordinary wear and tear and damage from the elements excepted, and remove all of its property therefrom. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others.

**13.** **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 Facility for the purposes 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 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).

**14. Notices.** Notices required by this Agreement in advance of the reservation shall be sent to Licensee at the following email address      , and if to the University, by email to IBSL@umn.edu. Notices required by this agreement during the duration of the Licensee’s stay shall be delivered to the Licensee at the assigned cabin.

**15. Extension.** This Agreement may be extended in writing by mutual agreement of the parties.

**16.** **Not a Lease.** This Agreement establishes only the right to use the Facility in accordance with its terms and conditions and does not create a lease, sublease or easement of the Facility.

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

## Regents of the University of Minnesota

By: By:

Name:       Name:

Title:       Title:

Date: Date:

EXHIBIT A

Meals

1. Cost of meals.