

**Regents of the University of Minnesota, through its**

This Permit for Occupancy (PFO) is entered into between the City of Minneapolis ("City") acting through the management of the Minneapolis Convention Center ("Permitor" or "MCC")

and **REGENTS OF THE UNIVERSITY OF MINNESOTA, THROUGH ITS** Contact:  
**(the "Permittee")**

for the purpose of : **Attendance:** **Event Type:**

**SPACE AND FEES:**

The Permitor agrees to furnish areas of the MCC (the "Space") to the Permittee for only the purpose stated, during the dates and times as noted on the attached Schedule A. This PFO does not grant priority or reserve any future dates other than those specifically stated herein and it will not grant priority to the Permittee for any future dates.

The Permitor retains the right to permit and/or lease the remaining areas of the MCC to others. Lobbies and Corridors are deemed to be common areas for the mutual use of Permittee's, their invitees and others as described herein and as specified pursuant to guidelines established by the Permitor. The location of registration area(s) is subject to the approval of the Permitor, which will provide the Permittee with an area adjacent to and in close proximity to the outlined space.

Included in the fee on the attached Schedule A is a one-time set-up in classroom, banquet or theater style for the duration of the meeting or event. The Permittee agrees to pay for supplementary labor, equipment and services at prevailing rates.

**DEPOSIT:**

An advance non-refundable deposit is due in order to confirm the space, Refer to the attached Schedule A for the deposit payment schedule.

**DUE DATE:**

All payments are due 30 days from the date of the invoice.

**ACCESS:**

The Permittee will not forbid or restrict entry to any area by the Permitor or its agents or contractors. **Provided, however, such access shall not disturb or interfere with Permittee's use of the Space unless such disturbance or interference is done to protect life or the physical assets of the building.**

**ASSIGNMENT:**

This PFO is not assignable to any person or entity and is not valid for any person or entity other than the Permittee. **Use of the Space by another department, unit or agency of the University shall not constitute an assignment under this Agreement.**

**AUDITORIUM:**

The Permittee will be required to have sound and light board operators in the Auditorium for rehearsals and performances when using Convention Center equipment.

The Permittee will be required to have ushers in the Auditorium during performances.

The Permittee will be responsible for **reasonable** cleaning labor charges in the Auditorium if food and beverage is allowed or otherwise brought into the Auditorium during the duration of this PFO.

Six (6) Safety Monitors and one (1) Supervisor are included with your Auditorium base fee for up to six (6) meeting, event or show hours per event day. Labor for these Safety Monitors will be billed at prevailing rates beyond the included six (6) hours.

**CANCELLATION:**

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If the Permittee cancels this PFO or fails to occupy the area agreed upon, all liquidated damages shall be immediately due and payable to the Permitter. Liquidated damages are defined as the entire agreed upon total minimum base fee

**CAPACITY:**

The capacity of the space shall not be exceeded. The Permittee shall not allow any more people in an area than can safely be accommodated. The Permitter and the City Fire Marshall may limit the number of persons attending an event.

**CATERING AND CONCESSIONS:**

All catering and concessions prior to, during and after the meeting, event or show must be performed by the Permitter's exclusive in-house caterer. Permittee is responsible for making arrangements and shall enter into agreement with the exclusive in-house caterer covering services provided and fees for such services. Samples of food and beverages may not be sold, given away or otherwise distributed without prior approval of the exclusive in-house caterer or the Permitter. Any distribution and for sale of alcoholic beverages, other than by the in-house caterer, are strictly prohibited. Permittee agrees that it will not permit any concession items to be sold, distributed, or given away by it or its contractors or exhibitors without prior written approval of the exclusive in-house caterer or Permitter.

**COPYRIGHTS:**

The Permittee warrants that all copyrighted material to be used **by Permittee** has been duly licensed or authorized by the owners and agrees to indemnify and hold the Permitter harmless from any claims, losses or expenses incurred with regard thereto. The Permitter reserves the right to require the Permittee to furnish proof of the license or authorization.

**DAMAGE:**

**The Permittee and its employees, representatives and guests shall not cause the building to be damaged, marred or defaced; nor will Permittee or its employees, representatives or guests drive nails, tacks or screws in any part of the building; nor will Permittee or its employees, representatives or guests dispense pressure adhesive stickers; nor will Permittee or its employees, representatives or guests make any alterations of any kind.**

An inspection of the Space and other areas of the MCC shall be conducted with representatives of Permittee and Permitter prior to and after the term to determine condition of the Space and other areas of the MCC and any damage thereto. Upon receipt of written notice from the Permitter, Permittee shall pay the **actual out-of-pocket** cost of any and all repairs required to be made to the Space, the MCC and any other property or equipment damaged as a result of the use of the Space and other areas of the MCC, including and not limited to civil disobedience or unrest that causes damage or loss of operation by Permittee, its agents, employees, contractors, invitees, attendees, patrons and guests.

In the event the Permitter is unable to determine if the Permittee is responsible for damages to the Space, other areas of the MCC and its contents as a result of the acts, omissions or behavior of the Permittee, its exhibitors, employees, patrons, guests or persons admitted to the Space by the Permittee, then the Permitter will prepare and submit a claim for coverage under the Permitter's property insurance policy for the MCC. The Permittee shall be responsible for the deductible of the Permitter's property insurance policy if the damage is **determined to be caused by Permittee or its employees, representatives or guests.**

**DISCRIMINATION:**

The Permittee agrees to comply with Minnesota statute §181.59, the Minnesota Human Rights Act (Minn Stat. §363A.01 et seq) (the MHRA), the Americans with Disabilities Act of 1990 (U.S.C. 42 U.S.C. 12181 et seq.) (the ADA), and Minneapolis Code of Ordinances §139.50 (relating to Civil Rights and Non-Discrimination) incorporated herein for reference. Permittee agrees to defend, indemnify and hold harmless the Permitter from claims of violation of the ADA, the MHRA or Minneapolis Code of Ordinances, §139.50 that are the responsibility of Permittee **as user of the Space.**

The Permitter represents that, to the best of its knowledge, the MCC is complying with the Americans with disabilities act of 1990 (ADA) and will hold the Permittee harmless from claims of violation of ADA **that are the obligation of the Permitter.**

**DOOR GUARD:**

The Permittee agrees to pay **the reasonable** charges for door guard for move-in and move-out based upon building activities and show requirements.

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**ELECTRICAL SERVICE:**

Electrical service for events with exhibits and entertainment functions (i.e. disc jockey, music or vending, etc.) in lobbies, meeting rooms and all permitted Space will be charged at the published prevailing rates

**EMT/ FIRE MARSHALL:**

The Permittee will be required to have Fire Marshall(s) and First Aid Emergency Medical Technicians during meeting or event hours.

**EXCLUSIVES:**

The following services will be provided exclusively by the Permitter or by contractors approved by the Permitter: all catered and cash sale food, beverage and alcohol service; all utilities (including natural gas, electrical, telephone, water and drainage, compressed air, ); vacuuming; fire marshal; medical service; coat and baggage check; event security (including peer security, ushers, badge checkers and ticket takers) and sworn security (Minneapolis police officers); internet and networking; on-site business center services and mobility equipment.

All public events will be required to utilize the Permitter's box office sales and service for all ticketed meetings, events or shows including but not limited to on-site sales, advanced sales, internet services and manifest seating arrangements.

**INDEMNIFICATION:**

The Permittee will take all precautions to protect the public against injury, and will defend, indemnify and save the Permitter, City of Minneapolis, its officers, its employees and its agents harmless from all damages and claims of damages that may arise because of any negligence, malfeasance, misfeasance or nonfeasance by the Permittee, its exhibitors, employees, agents, contractors, licensees, patrons, guests, or persons admitted to the Space and other areas of the MCC by the Permittee and against all loss because of the failure of the Permittee in any respect to perform all its obligations under this PFO. **The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. Sect 3.736 and other applicable law. Nothing herein shall be construed as a waiver or release by Permittee of Permitter willful, wanton or negligent acts or omissions.**

**INDEPENDENT CONTRACTOR:**

The Permittee is an Independent Contractor and its officers, agents, contractors and employees are not employees or agents of the City.

**INSURANCE:**

The Permittee shall furnish a Certificate of Insurance (Attachment A) at least ten (10) days before Permittee or its agents, contractors, licensees attempt to enter or occupy the space. Occupancy will not be allowed until this Certificate of Insurance has been provided.

All insurance secured by the Permittee shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. The Permittee shall secure and maintain the following insurance:

With respect to liability arising out of the Permittee's performance under this PFO, all insurance required of the Permittee shall respond on a primary (not excess or contributory) basis with respect to any insurance maintained by the City, notwithstanding any policy language to the contrary.

Workers Compensation insurance that meets the statutory obligations with Coverage B - Employer's Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease - each employee.

Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations, \$2,000,000 personal & advertising injury, \$2,000,000 each occurrence, \$100,000 fire damage, and \$10,000 medical expense any one person. The policy shall be **may be either** on an "occurrence" or a "**claims made by**" basis, shall include contractual liability coverage and the Permitter shall be named as an additional insured.

Commercial Automobile Liability insurance with limits of at least **\$300,000 per claim and \$1,000,000 per accident** covering all owned, non-owned and hired automobiles. This requirement may be waived if no automobiles will be used on the premises of the MCC.

Acceptance of the insurance by the Permitter shall not relieve, limit or decrease the liability of the Permittee. Any policy deductibles or retentions shall be the responsibility of the Permittee. The Permittee shall control any special or unusual hazards and be responsible for any

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damage that results from those hazards. The Permitter does not represent that these insurance requirements are sufficient to protect the Permittee's interests or provide adequate coverage.

A thirty (30) day written notice is required if the policy is cancelled, not renewed or materially changed. **In the event of a claim made against the Permitter that arises from the Permittee's use of the space**, the Permitter may require that a certified copy of the insurance policies be provided to the Permitter. The Permittee shall require any of its contractors comply with these insurance provisions.

In the event that the insurance required is not provided or is cancelled the Permittee authorizes the Permitter to arrange the required insurance for the Permittee. The Permittee will pay the standard rate in effect for arranging the insurance purchase.

**Notwithstanding the above requirements, Permitter agrees to accept the coverage limits evidenced in a Certificate of Insurance provided by the Permittee, evidencing the Permittee's self-insurance coverage for general commercial liability, and naming the MCC as an additional insured.**

**LAWS AND RULES:**

The Permittee will comply with all the laws of the United States, The State of Minnesota, and all municipal ordinances and all orders of police and fire departments and any other municipal authority including the MCC Meeting Planners Guide, and will obtain and pay for all necessary permits, taxes and licenses; and will not allow any of the Permittee's employees, agents, contractors, licensees, invitees, or equipment on the MCC's property during the term of this PFO in violation of any such laws, ordinances, rules or orders. The Permittee hereby acknowledges receipt of the MCC Meeting Planners Guide by signing this PFO. **In the event of a conflict between a provision of this PFO and the MCC Meeting Planners Guide, this PFO shall prevail.**

The MCC will notify Permittee of any changes to the ancillary documents that will apply to the Permittee's meeting, event or show (i.e. MCC Meeting Planners Guide, policies, rules and or regulations). Any pricing outlined in this PFO will be guaranteed to the Permittee prior to occupancy of the space.

**LOSS OF UTILITIES:**

Neither the City nor Permitter shall be liable for any loss or damage caused by interruption of power, heat, air conditioning, water or other utilities, **unless the interruption is caused by the negligence of the MCC's staff or the MCC's contractors performing work at the Minneapolis Convention Center.**

**MAINTENANCE:**

The Permitter will provide the following services: (1) one through cleaning of common areas and restrooms prior to the initial meeting, event or show opening; (2) ordinary cleaning during meeting, event or show hours; and (3) air-conditioning, in-house ventilation and heating as required during meeting, event or show hours. If air-conditioning is required during move-in and move-out of the Space, the Permittee agrees to pay additional charges per the MCC prevailing rate.

**OBSTRUCTION:**

No portion of the sidewalks, entries, exits, passages, vestibules, hallways, elevators and ways of access to utilities may be obstructed by the Permittee or its agents, contractors, licensees, exhibitors or employees. The Permitter may take action as it deems necessary to insure compliance.

**OCCUPANCY:**

The Permittee is only granted a permit to occupy the Space identified in Schedule A for the purpose specified during the date(s) and time(s) stated. It is agreed that the relationship of landlord and tenant is not created. All building rules, policies and procedures must be followed.

**PERMITTEE'S PROPERTY:**

The Permitter assumes no responsibility for any property placed in the MCC by the Permittee, at the direction of the Permittee, with the permission of the Permittee or by the contractors, agents, licensees, exhibitors, employees, patrons, guests or persons admitted to the MCC by the Permittee. The Permittee shall secure whatever property insurance it feels necessary to protect its interests.

**PROMOTION/ADVERTISING:**

The Permitter will obtain approval from the Permittee prior to using any photographs, videos of the Permittee's meeting, event or show for



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promotional usage. The Permittee will obtain the Permitter's approval to use any photographs or videos that depict the Space or MCC common areas and grounds, except that the Permitter shall have no right to use any photograph, likeness, name, logo or mark associated with the Permittee or the name of a representative of the University of Minnesota in any promotional work or advertising, or any form of publicity or in any way whatsoever without the prior written consent of the Permittee in each instance. In all forms of advertising medium, the standard MCC logo must be displayed and/or described in the manner selected by the Permitter at its sole discretion, and shall be submitted to Permitter for the Permitter's approval at least seven (7) days prior to its intended publication, telecasting, broadcasting or other use.

**REMOVAL:**

The Permittee authorizes the Permitter to remove all property left by the Permittee, its agents, representatives, employees, guests or exhibitors that is occupying an area that is not covered by or subject to this PFO, for which the PFO has expired, or when the PFO has been breached by the Permittee, whether or not the Permittee placed the property there. The Permittee agrees to accept responsibility for any damage or loss to this property. The Permittee will be responsible for any storage and/or removal charges. The Permittee acknowledges the Permitter will not be responsible for any damage or loss to this property.

**SECURITY:**

The Permittee is responsible for security to protect property and maintain order. The Permittee is responsible for the character, acts and conduct of all persons admitted to or entering the Space and other areas of the MCC covered by or subject to this PFO. The Permittee must maintain sufficient security persons to protect property and maintain order. All event security (including peer security, ushers, and badge checkers and ticket takers) and sworn security (Minneapolis Police Officers) will be hired through the Permitter. Permitter may, at any time, require the Permittee to furnish additional security persons or police officers and charge the cost thereof to the Permittee as an additional fee.

**TERMINATION:**

If the Space and adjacent MCC areas are not available for occupancy during the term of this PFO because of fire, casualty, acts of God, acts of terrorism, strikes, lockouts, boycotts, labor disputes, national emergency or other cause beyond the control of the Permitter, this PFO shall terminate. The Permitter and the Permittee each waive any claim against the other for damages caused by any of the above occurrences or claims or damages arising from the cancellation of the Permittee's meeting, event or show. If any of the above occurrences arise prior to or during the term of the PFO, The Permitter shall credit the Permittee's account for charges applicable to the unused period as the sole amount of damages to be recovered by the Permittee from the Permitter.

The Permittee, at its option may terminate this PFO by providing written notice because of the event of war was declared by the United States; declared national emergency, an emergency declared by the governor of Minnesota or the mayor of Minneapolis that prohibits 40% of Permittee's participants and exhibitors from attending; or total interruption of the major means transportation for the attendees or exhibitors during the dates covered by this PFO. The Permitter waives any claim against the Permittee for damages by any of these events. The Permittee may not terminate this PFO for any other reason. Upon acceptance of the termination by the Permitter, a credit will be issued to the Permittee's account.

CITY OF MINNEAPOLIS

PERMITEE, Regents of the University of Minnesota, through its

by: \_\_\_\_\_  
Minneapolis Convention Center Executive Director

by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date:

Date:



# Permit for Occupancy (PFO)

Event ID:  
Due Date:  
Contract ID:

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## Schedule "A"

### Function Space and Fees

<u>Start</u>	<u>End</u>	<u>Space</u>	<u>Function</u>	<u>Fee/Day</u>	<u># Days</u>	<u>Total</u>
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Total Room Rental: \_\_\_\_\_

TOTAL MINIMUM BASE FEE: \_\_\_\_\_

### SLIDING SCALE

For use of 200A-J and Season's, the following sliding scale shall apply (excluding tax and service charges):

<u>Food &amp; Beverage Purchases</u>	<u>Base Room Rate</u>
\$68,000 and above	No Charge
\$55,000 - \$67,999	\$3,000
\$46,000 - \$54,999	\$4,200
\$33,000 - \$45,999	\$6,400
\$25,000 - \$32,999	\$8,400
below \$25,000	\$9,400

After the event, MCC will adjust the base room rental based on the actual food & beverage costs according to the Sliding Scale here noted. Tax and service charges are not included when calculating this discount. Any deposits will be applied toward MCC labor and equipment charges or refunded based on the final invoice.

### Summary of Payment Terms

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
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Total Minimum Base Fee Deposits: \_\_\_\_\_

### Signature

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature



## Deposit Invoice

Invoice #:  
Event #:  
Invoice Date:

Event:

Total Minimum Base Fee:

Event Date:

Deposit Due:

Due Date:

Invoice Total:

Sales Manager: Angie Kufus

E-mail: [angie.kufus@minneapolismn.gov](mailto:angie.kufus@minneapolismn.gov)

Phone: (612) 335-6336

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**Please remit to:**

**Minneapolis Convention Center**

**1301 2nd Avenue South**

**Minneapolis, MN 55403-2781**

**Tel: (612) 335-6033**

Or FAX the MCC Credit Card Authorization Form to the  
**secured fax number: (612)335-6614**