



Minnesota
STATE COLLEGES
& UNIVERSITIES

Instructions for MnSCU Facilities Use Agreement – On-Campus Only With University of Minnesota

Use: This Facilities Use Agreement - On-Campus Only – With University of Minnesota is to be used only when the University of Minnesota (which is non-MnSCU) wants to use MnSCU on-campus facilities for shorter-term or sporadic use lasting less than one year. An Agreement should be executed and in place prior to the University of Minnesota using a campus facility.

- **System Procedure:** 6.7.2 Use of College and University Facilities (College or University as Lessor /Landlord). <http://www.mnscu.edu/board/procedure/607p2.html>
- **Related Documents:** Checklist 6.7.2.1 Leasing and Use of MnSCU Facilities <http://www.mnscu.edu/board/procedure/6-07p2g1.pdf>

Document Details:

- **Agreement Numbering** – Use “F” (for “Facilities”) followed by the three digit campus ID, the last two digits of the fiscal year that the lease starts, and sequential numbering based on the order the agreement was started.
 - (example: F-203-1301 refers to the first Facilities Use Agreement at Alexandria Technical College in FY13)
 - If more than one agreement is starting at the same time, use the largest agreement (in square footage) as the first number.
- **Approval authority** – Check signature authority. College and university presidents and the Director, Capital Development, may enter into agreements that are valued at \$100,000 or less and for five (5) years or less in length (including all renewal options), using MnSCU standard forms. This form, *Facilities Use Agreement – On-Campus Only – With University of Minnesota*, is designed for shorter-term or sporadic use lasting less than one year use only. If a term of over one year is contemplated, consider using *MnSCU as Landlord Lease Agreement* or contact Real Estate Services for assistance. The College or University shall maintain copies of all Agreements. Agreements expected to last one year or longer shall be provided to the system office after execution. Agreements lasting less than one year may be provided to system office at the discretion of a College or University or upon request from the system office.

- **Vice Chancellor - Chief Financial Officer approval** - Required for all agreements where the overall value is greater than \$100,000 or is expected to last longer than five (5) years, including all options to renew. The Vice-Chancellor - Chief Financial Officer signs all easements and licenses, or may delegate that authority as appropriate.
- **Board of Trustees approval** is required for all agreements where the overall value is greater than one million dollars (\$1,000,000), including renewal of existing agreements.

Special Notes:

- Not a Lease. The agreement is not a lease and is not designed to create a landlord – tenant relationship, and should not be used when a lease is more appropriate.
- Insurance. Evidence of insurance is required before use of the Facilities is allowed.
- Encumbrance. In the rare event that a campus expends funds to prepare the space for a Licensee, the campus must encumber the funds for that purpose.
- Questions. Users with questions about this agreement should contact the System Office Real Estate Services, 651.201.1775 or 651-201.1911.

Instructions for Completion of MnSCU approved template:

- **Instructions for completing this form are in italics and brackets. Please complete every field and delete all instructions, including the brackets.**
- Any modification of forms approved by the System Office or the use of a non- system office form requires review by Real Estate Services and/or system legal counsel and approval of the Vice Chancellor – Chief Financial Officer. System legal counsel includes either the Minnesota State Colleges and Universities General Counsel or the Minnesota Attorney General's Office. Real Estate Services is located within Facilities in the System Office - Finance Division.

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



Minnesota
STATE COLLEGES
& UNIVERSITIES

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

With University of Minnesota

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of [*insert campus name and address*] ("MnSCU") and Regents of the University of Minnesota, a Minnesota constitutional corporation, through its [*insert dept. name and address*] ("Licensee").

1. **FACILITIES**. For purposes of this Agreement, "Facilities" shall mean:

[Identify Building Location, and Describe the Room Number and Square Footage]

Parking will be available to Licensee at the following location: *[describe or identify parking areas and any restrictions]*.

2. **GRANT OF LICENSE**. MnSCU grants to Licensee a license to use the Facilities solely for the following purpose(s):

[insert specific description of use]

The estimated number of people expected to participate or attend is: *[insert number]*.

Licensee acknowledges and agrees that MnSCU, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the

Facilities in accordance with the terms and conditions of this Agreement, all MnSCU policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this Agreement does not create a landlord-tenant relationship between them. MnSCU is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and MnSCU shall have the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by MnSCU.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

[insert specific dates and times]

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to MnSCU a fee of ***INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars (\$120.00). IF NONE, INSERT “Zero Dollars (\$0.00) [\$_____***, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to MnSCU. Except as set forth in paragraph 17, if MnSCU cancels this Agreement prior to Licensee’s use of the Facilities, MnSCU will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and MnSCU that are required or that Licensee and MnSCU elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

MnSCU: _____
Contact Name and Title: _____
Address: _____

Licensee: _____
Contact Name and Title: _____
Address: _____

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, MnSCU will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. MnSCU will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of such repairs or replacement is estimated to exceed \$500, MnSCU shall be entitled to obtain

payment of such amount from Licensee in advance of making such repairs. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by MnSCU during its occupancy of the Facilities.
8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and *[insert university or college name and address]* as additional insured, and has provided a certificate of insurance to MnSCU. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to MnSCU.**

Licensee maintains comprehensive general liability insurance on a claims-made basis with limits of not less than \$1,000,000.00 per claim and \$3,000,000.00 per occurrence for personal and bodily injury and property damage liability; and workers' compensation insurance that meets Minnesota statutory requirements.

9. **LIABILITY.** Each party shall be responsible for its own acts and behavior and the results thereof to the extent authorized by law. Licensee's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
10. **MINNESOTA DATA PRACTICES ACT.** The requirements of Minnesota Statute § 13.05, subd. 11 apply to this Agreement. Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act, provided that Licensee shall not be responsible for making any alterations or improvements to the Facilities pursuant to its compliance obligations under this Agreement. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by MnSCU, and either the Minnesota Legislative Auditor or MnSCU Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnSCU. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party. Notwithstanding the foregoing, the performance of this

Agreement by another unit, college, school, center, department or agency of Licensee shall not be construed as an assignment or transfer under this Section 13.

14. **CANCELLATION**. This Agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER**. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY**. Licensee hereby assumes all responsibility for security of Licensee’s property throughout its use of the Facilities. Licensee hereby assumes all responsibility for the cost of security if MnSCU and Licensee agree that security is required for Licensee’s use of the Facilities for the event.
17. **DEFAULT**. In the event of any default by Licensee under the terms of this Agreement, MnSCU may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the MnSCU may be entitled.
18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
20. **OTHER PROVISIONS** (Attach additional pages as necessary): Please see Addendum to the Facilities Use Agreement attached and incorporated into this agreement. *[if no other provisions or an Addendum, write “NONE”]*

SIGNATURE BLOCK IS ON NEXT PAGE

[WHEN FINALIZING DOCUMENT, FORMAT SO THE ENTIRE SIGNATURE PAGE REMAINS ON ONE PAGE]

Signature Page for MnSCU Facilities Use Agreement - On Campus Facilities Only – with University of Minnesota

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. LICENSEE: REGENTS OF THE UNIVERSITY OF MINNESOTA

Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
Title
Date

3. VERIFIED AS TO ENCUMBRANCE (if applicable)

By (authorized signature)
Title
Date

**2. MNSCU: MINNESOTA STATE COLLEGES AND UNIVERSITIES
[Insert University/College name]**

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized signature)
Title
Date

ADDENDUM

FACILITIES USE AGREEMENT - ON-CAMPUS ONLY

MINNESOTA STATE COLLEGES AND UNIVERSITIES

[INSERT COLLEGE/UNIVERSITY NAME]

AND

UNIVERSITY OF MINNESOTA