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MINNESOTA STATE

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*] ("Minnesota State") 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.** Minnesota State 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 Minnesota State, 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 Minnesota State 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. Minnesota State 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 Minnesota State 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 Minnesota State.

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 Minnesota State 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 Minnesota State. Except as set forth in paragraph 17, if Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State 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:

Minnesota State: _____

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, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State 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, Minnesota State 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 Minnesota State 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 Minnesota State. 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 Minnesota State.**

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. Minnesota

State 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 Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State 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 Minnesota State. 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 Minnesota State 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, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State 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 Minnesota State 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. MINNESOTA STATE [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
[INSERT COLLEGE/UNIVERSITY NAME]
AND
UNIVERSITY OF MINNESOTA**