

Contract Number:

P.O. Number:

***[Complete Instructions for the Facilities Use Agreement-On Campus Only-with State Agency or Board template are found on a separate document located*** ***on the*** [***Minnesota State Forms and Contract Templates webpage***](https://www.minnstate.edu/system/templates/index.html)***. The instructions below are in italics, red text, and brackets. Please complete every field and delete all instructions, including the brackets and this instruction.]***

FACILITIES USE AGREEMENT

ON-CAMPUS ONLY

WITH STATE AGENCY OR BOARD

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 [*insert name, state government agency or board, and address here] ("User")*.

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 User at the following location: *[describe or identify parking*

*areas and any restrictions]*.

1. **GRANT OF LICENSE.**

Minnesota State grants permission 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]*.

User 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 User’s use of the Facilities as provided in this Agreement. User 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 User 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 User, 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.

1. **TERM AND TIME OF USE.**

User may use the Facilities during the following dates and times:

*[insert specific dates and times]*

1. **FEE.**

For its use of the Facilities, User 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)]* $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which amount shall be payable in arrears within thirty (30) days following the date set forth in Paragraph 3, above. If Minnesota State cancels this Agreement prior to User’s use of the Facilities, Minnesota will not charge a fee to User.

1. **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) and such notice shall also be sent as courtesy via email, and shall be sent to the respective addressee at the respective address and email address set forth below or to such other address or email address as the parties may specify in writing addressed as follows:

* 1. Minnesota State:

Name:       or their successor

Title:

Address:

Telephone:

E-Mail:

* 1. User:

Name:       or their successor

Title:

Address:

Telephone:

E-Mail:

Notices shall be deemed effective upon the earlier of receipt when delivered, or if mailed,

upon return receipt. A courtesy notice sent via email shall be delivered to the designated

email address of said addressee.

1. **MAINTENANCE OF FACILITIES.**

User agrees to maintain the Facilities in a clean and sanitary condition. After User finishes using the Facilities, Minnesota State will inspect the Facilities and determine in its sole discretion whether it is necessary to make any repairs or replace any missing or destroyed property. To the extent consistent with User’s liability in Paragraph 9, User is responsible for the repair or replacement of missing and destroyed property, which User agrees to repair or replace as Minnesota State deems appropriate within thirty (30) days. This provision will survive the termination of this Facilities Use Agreement.

1. **RULES AND REGULATIONS.**

User agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

1. **USER'S INSURANCE.**

**GENERAL LIABILITY INSURANCE REQUIREMENTS**

The User will maintain Commercial General Liability coverage or will self-insure in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4., and meets such requirements as follows:

The User is (check appropriate box below):

      A participant in the State of Minnesota Risk Management Fund for Commercial General Liability coverage

      Self-Insured (does not purchase coverage)

      Other (Please explain/attach documentation)

1. **LIABILITY AND HOLD HARMLESS.**

Minnesota State and User shall each be responsible for their own acts and behavior and the results thereof to the extent authorized by law. Minnesota State and User’s liability is governed by the Minnesota Tort Claims Act, Minn. Stat. 3.736 and other applicable Minnesota law.

1. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.**

User 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 User shall not be responsible for making any alterations or improvements to the Facilities pursuant to its compliance obligations under this Agreement. Minnesota State is ONLY responsible for ADA compliance issues that are specifically related to the physical condition of the building itself or that arise from Minnesota State’s own use of the building or other Facilities.

1. **NO ASSIGNMENT; AMENDMENTS.**

User 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.

1. **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.

1. **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.

1. **SECURITY.**

User hereby assumes all responsibility for security of User’s property throughout its use of the Facilities. User assumes all responsibility for the cost of security if Minnesota State and User agree that security is required for User’s use of the Facilities for the event.

1. **DEFAULT.**

In the event of any default by User under the terms of this Agreement, Minnesota State may immediately terminate this Agreement, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled.

1. **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.

1. **ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

1. **CLERICAL ERROR**

Notwithstanding Clauses “Assignment, Amendments, and Entire Agreement” of this agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this agreement without executing an amendment. Minnesota State must inform User of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

1. **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, you should write “NONE”*]

The rest of this page intentionally left blank. Signature page to follow.

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

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

**APPROVED:**

1. **USER: *[Insert User Name]***

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

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**[*INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE]*:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

1. **AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |