

Contract Number:

P.O. Number:

**[Complete Instructions for the Facilities Use Agreement- On-Campus Only—Multi-Facilities 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 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 - MULTI-FACILITIES

THIS 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 University or College and address]* (“Minnesota State") and *[insert legal name], located at [insert full address. Not a P.O. Box]* ("Licensee").

## FACILITIES.

This agreement may include more than one facility at Minnesota State. For purposes of this Agreement, “Facilities” shall mean (check the applicable facility):

**Minnesota State**

**Meeting space (Confirmation #\_\_\_See Addendum A)**

**Residence Hall (Agreement #\_\_\_ See Addendum B)**

**Sports Facilities (Confirmation #\_\_\_\_ See Addendum C)**

**Dining (Catering Form #\_\_\_ See Addendum D)**

**If Minnesota State is handling registration services for the event, please select:**

**Registration Service (CTCE) #\_\_\_\_ See Addendum E)**

Minnesota State may attach a confirmation form describing the details of the use of the Facilities. Such confirmation form shall be added as an addendum to this Agreement and shall be incorporated as part of the Agreement.

Any other Facilities, such as land or areas where organized activities are taking place:

*[insert other areas of use, or if none, write “Not applicable.”]*

## 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 here, such as “For purposes of conducting a youth residential hockey camp…For purposes of meeting space for use by the local rotary club”]*

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

The parties agree that this agreement does not create a landlord-tenant relationship. Licensee is granted only a permit to occupy and use the Facilities for the purpose and during the period identified in this Agreement. It is specifically understood that the permission to use the Space 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. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State Colleges and Universities policies and rules and all federal, state and local laws, ordinances, rules and regulations.

## TERM AND TIME OF USE.

The term of this Agreement is *[enter start date and enter end date.]*

## SPECIFIC DATES AND CHECK-IN AND CHECK-OUT TIMES.

Specific dates and check-in and check-out times for the specific Facilities are described in the attached Addendums.

Minnesota State reserves the right to relocate the Licensee to alternative Facilities on campus that will still meet Licensee’s space and time needs. Minnesota State shall give Licensee reasonable written notice of such a Facilities substitution, except for extraordinary circumstances where written notice is impractical.

## DEPOSITS AND LICENSE FEE.

1. DEPOSIT/PAYMENTS: Licensee will provide a total deposit *of [insert dollar amount in words and numbers]* along with this signed agreement within 30 days from receipt of this contract. Deposits are non-refundable (which are applied to the license fee). Make checks payable to *[insert appropriate information]* and include invoice number with any payments.
2. LICENSE FEE. For its use of the Facilities, Licensee agrees to pay to Minnesota State a total estimated fee for the Facilities of *[enter estimated fee],* which amount shall be payable as described on the attached Addenda. Deposit amounts shall be applicable toward the License fee.
3. The total amount including all Facilities (deposit plus license fee) due is: *[enter total amount due.]* This is an estimate only. The final invoice will reflect the fees due.

## 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:

**Minnesota State:**

Name:       or their successor

Title:

Address:

Telephone:

E-Mail:

**Licensee:**

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

## MAINTENANCE OF FACILITIES.

Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee has completed its use and occupancy of the Facilities, Minnesota State will inspect the Facilities for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Minnesota State shall have the right, in its sole discretion, to either (a) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Minnesota State all at Licensee’s cost.

## 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. Minnesota State is a tobacco and alcohol free campus.

## TERMINATION.

Minnesota State may terminate this agreement at any time during Licensee’s use of the Facilities if Licensee use presents an immediate threat to the health, safety or welfare of the Facilities occupants or Minnesota State, students, staff or faculty.

## 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 and said insurance has been approved by Minnesota State/State of Minnesota. 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.**

1. GENERAL INSURANCE REQUIREMENTS
   1. POLICY REQUIREMENTS
      1. Workers’ Compensation Insurance
         * 1. Statutory Compensation Coverage
           2. Coverage B – Employers Liability with limits of not less than:

$100,000 Bodily Injury by Disease per Employee

$500,000 Bodily Injury by Disease Aggregate

$100,000 Bodily Injury by Accident

* + 1. General Liability Insurance
       1. Minimum Limits of Liability:

$2,000,000 – Per Occurrence

$2,000,000 – Annual Aggregate

$2,000,000 – Annual Aggregate applying to Products/Completed Operations

* + - 1. Coverages:

X Premises and Operations Bodily Injury and Property Damage

X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X Other; if applicable, please list\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

X State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

* + 1. Additional Insurance Conditions
       1. Licensee’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee’s performance under this Agreement.
       2. Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
       3. Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
       4. If Licensee is self-insured, a Certification of Self-Insurance must be attached.
       5. Licensee’s policy(ies) shall include legal defense fees in addition to the liability policy limits.
       6. Licensee shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
       7. An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee’s policy limits to satisfy the full policy limits required by the Agreement.

## LIABILITY AND HOLD HARMLESS.

Licensee shall indemnify and hold the State and Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision shall survive the termination of this Agreement.

## MINNESOTA DATA PRACTICES ACT.

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. In the event the Licensee receives a request to release data referred to in this clause, the Licensee must immediately notify Minnesota State. Minnesota State will give the Licensee instructions concerning the release of the data to the requesting party before the data is released.

## 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. 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.

## USE OF COLLEGE OR UNIVERSITY TRADEMARKS AND NAME.

The Licensee shall not use Minnesota State’s trademarks to advertise the event, unless otherwise provided for in this Agreement. This Agreement shall not be deemed to imply or represent that Minnesota State sponsors or supports any activities conducted by Licensee on the Facilities or elsewhere. All posters, banners, etc., will be subject to approval by the Director of Communications and Marketing and/or designee.

## 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.

## CANCELLATION.

This agreement may be canceled by either party at any time, for any reason, upon thirty (30) days written notice to the other party.

## 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.

## JURISDICTION AND VENUE.

This agreement, including all exhibits, addendum, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## STATE AUDITS.

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.

## 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.

## ADDENDUM.

The terms and conditions of Addendums and attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of this Agreement conflict with any of the terms and conditions of the attached Addendums, the terms and conditions of the Addendum(s) shall control as to specific facilities, fees, dates, and campus rules and regulations. All capitalized terms in any Addendum(s) that are not specifically defined in such Addendum(s) shall have the meanings given them in this Agreement.

## 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 Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

## SECURITY.

Licensee hereby assumes all responsibility for security throughout its occupancy and use of the Facilities, unless otherwise provided in attached addendum.

## 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 Licensee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

## OTHER PROVISIONS. *[Attach additional pages as necessary. [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:**

## LICENSEE: *[Insert Licensee Name]*

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 and printed name) |
| Title |
| Date |

## 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 |

## MINNESOTA STATE COLLEGES AND UNIVERSITIES

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

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

## AS TO FORM AND EXECUTION:

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

## ADDENDUM

# Facilities Use Agreement On Campus Facilities Only - Multi-Facilities