

Contract Number:

P.O. Number:

*[INSTRUCTIONS: This form can be used for facilities use agreements between two or more members of the Minnesota State Colleges and Universities system for short term use of less than 1 year. This is meant to be used to document relationships and sharing facility usage among our colleges and universities. This form should not be used for agreements with private parties, state agencies, school districts or boards, or with the University of Minnesota. Facilities Use Agreement templates for use with non- Minnesota State parties are found on the* [Minnesota State Forms and Contract Templates webpage](https://www.minnstate.edu/system/templates/index.html). *Instructions for this template are in italics, red text, and brackets. Please complete every field and delete all instructions, including the brackets and these instructions. UNLESS ALL SIGNATORIES TO THIS DOCUMENT ARE EMPLOYEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM, THIS AGREEMENT SHALL BE INVALID AND UNENFORCEABLE.]*

# FACILITIES USE AGREEMENT CAMPUS TO CAMPUS (SHORT TERM)

This Facilities Use Agreement - Campus to Campus is entered into between *[Insert Name of College/University/System Office],* (hereafter “HOST CAMPUS”), and *[Insert Name of College/University/System Office]*, (hereafter “GUEST CAMPUS”).

## FACILITIES.

HOST CAMPUS shall provide and GUEST CAMPUS shall use the following Facilities, which for purposes of this Agreement, “Facilities” shall mean:

1. [Identify Building Location or land, and Describe the Room Number and Square Footage]
2. Parking will be available to GUEST CAMPUS at the following location: [describe or identify parking areas and any restrictions].

## GRANT OF LICENSE.

HOST CAMPUS grants permission to use the Facilities solely for the following purpose(s):

1. [insert specific description of use]
2. The estimated number of people expected to participate or attend is: [insert number].
3. GUEST CAMPUS acknowledges and agrees that HOST CAMPUS, 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 GUEST CAMPUS’s use of the Facilities as provided in this Agreement. GUEST CAMPUS 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.

## TERM AND TIME OF USE.

GUEST CAMPUS may use the Facilities during the following dates and times: *[insert specific dates and times]*

## FEE.

For its use of the Facilities, GUEST CAMPUS agrees to pay to HOST CAMPUS 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 arrears within thirty (30) days following the date set forth in Paragraph 3, above. If HOST CAMPUS cancels this Agreement prior to GUEST CAMPUS’s use of the Facilities, HOST CAMPUS will not charge a fee to GUEST CAMPUS.

## AUTHORIZED REPRESENTATIVES, NOTICE AND AGREEMENT ADMINISTRATION.

All official notifications, including but not limited to, invoices and cancellation of this agreement must be sent to the other campus’ authorized representative. Each campus will keep the other informed of any changes to the authorized representatives as stated below.

1. **HOST CAMPUS:**

Name:       or their successor

Title:

Address:

Telephone:

E-Mail:

1. **GUEST CAMPUS:**

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.

GUEST CAMPUS agrees to maintain the Facilities in a clean and sanitary condition. After GUEST CAMPUS finishes using the Facilities, HOST CAMPUS 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. GUEST CAMPUS is responsible for the repair or replacement of missing and destroyed property, which GUEST CAMPUS agrees to repair or replace as HOST CAMPUS deems appropriate within thirty (30) days. This provision will survive the termination of this Facilities Use Agreement.

## RULES AND REGULATIONS.

GUEST CAMPUS agrees to honor and abide by all rules and regulations set forth by HOST CAMPUS during its occupancy of the Facilities.

## DISPUTE RESOLUTION.

Unless the parties and the Chancellor’s office have agreed to a different method of dispute resolution, and attached the same to this Facilities Use Agreement, the parties shall submit the dispute to the Chancellor or the Chancellor’s designee for resolution.

## AMENDMENTS.

All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.

## INSURANCE AND LIABILITY.

1. Property Damage. It shall be the duty of the HOST CAMPUS and the GUEST CAMPUS, including its contractors, subcontractors and/or agents, to maintain insurance or self-insurance on their own property, both real and personal, and for any Work conducted at the Facilities.
2. Liability. HOST CAMPUS and GUEST CAMPUS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

## SECURITY.

GUEST CAMPUS hereby assumes all responsibility for the security of GUEST CAMPUS’s property throughout its use of the Facilities. GUEST CAMPUS assumes all responsibility for the cost of security personnel if HOST CAMPUS AND GUEST CAMPUS agree that security personnel is required for GUEST CAMPUS’s use of the Facilities for the event.

## 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.

## EFFECTIVE DATE.

This Agreement is effective upon the date the final required signature is obtained by the parties.

## 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]*

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:**

## GUEST CAMPUS: *[Insert College/University/System Office name (and campus, if applicable)]*

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

## HOST CAMPUS:

***[Insert College/University/System Office name (and campus, if applicable)]***

|  |
| --- |
| 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 |

## AS TO FORM AND EXECUTION:

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

## ADDENDUM

*[Add any additional provisions here, including attachments, if any. If no Addendum is referenced in Paragraph 14, Other Provisions or elsewhere in the Agreement, delete this page.]*