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**MULTI-FACILITY USE AGREEMENT**

 **THIS AGREEMENT** (the "**Agreement**") is entered into on      , 20   by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and      , a       (“**Licensee**”). This Agreement is entered into by the University through the Conference & Event Services Office in the Department of Housing & Residential Life.

**I. GENERAL EVENT INFORMATION**

**A. Name of Event.** Licensee will conduct the following event on the University’s Twin Cities Campus:       (the “**Event**”).

**B. Date of Event.** The Event will be held on the following date(s):      . Times of activities, including registration, set-up and take-down, are stated in the Schedule of Activities or in the applicable Exhibit to this Agreement. At least 30 calendar days before the Event, Licensee shall provide University with a written program, agenda, or flyer for each activity. University shall have the right to cancel any activities which it deems inappropriate in University’s sole discretion.

**C. Number of Attendees.** The number of people expected to attend the Event is      .

**D. Facilities.** Licensee will use the following facilities (each, a “**Facility**;” together, the “**Facilities**”) for the Event:      . Licensee’s use of the Facilities pursuant to this Agreement will not exceed 50 separate calendar days. The Facilities, or assigned rooms within Facilities, and the rules and procedures governing the use of the Facilities are described in the following Exhibits to this Agreement:      .

**E. Services.** Licensee will use the following services (the “**Services**”) for the Event:      . The Services are more fully described in the following Exhibits to this Agreement:      .

**F. Fees.** Licensee will pay all fees and costs for the use of the Facilities and Services related to holding the Event (collectively, the “**Total Fee**”). Subject to adjustment as provided herein or in an exhibit to this Agreement, the Total Fee is $     .

**G. Deposit.** Licensee will pay a deposit in the amount of $      upon the signing of this Agreement. The Deposit will be applied to the Total Fee. Deposits cannot be adjusted if services are reduced.

**H. Cancellation Date.** A cancellation of the Event or the use of one or more of the Services or Facilities included in this Agreement may result in the imposition of cancellation or attrition fees by the University.

**II. DETAILED AGREEMENTS**

**1. Use of University Facilities and Services.** University grants Licensee a non-exclusive license to use the Facilities and Services solely for the purpose of conducting the Event. The Event will be conducted in accordance with the terms and conditions of this Agreement, applicable University rules and policies, and applicable federal, state, and local laws, ordinances, rules and regulations. In addition, Licensee agrees to use the Facilities in accordance with all guidance published by the Centers for Disease Control and Prevention (**CDC**), the Minnesota Department of Health (**MDH**), and University related to the safe use of the Facilities for the Event. The foregoing specifically includes, but is not limited to, all CDC, MDH and University guidance related to COVID-19. University reserves the right to relocate Licensee from Facilities previously assigned to Licensee in this Agreement to alternative Facilities of similar quality. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees, and students, may have access to and use of the Facilities and Services for any purpose whatsoever and at any time during the term of the Agreement, provided that such use does not unreasonably disturb Licensee's use of the Facilities and enjoyment of the Services as provided in this Agreement.

**2.** **Total Fee,** **Cancellation and Attrition.**

 **2.1 Payment of Total Fee**. An estimate of the Total Fee is shown on the attached Summary of Total Event Costs. The actual Total Fee will be adjusted to reflect final guarantees, as well as any modifications to Licensee’s use of the Facilities or Services requested by Licensee and approved by the University. The Total Fee (minus the Deposit) is due following conclusion of the Event within 30 calendar days after receipt of an updated Summary of Total Event Costs reflecting the actual Total Fee. The Total Fee is non-refundable except as specifically provided in this Agreement.

If Licensee fails to make a payment within 30 calendar days after the payment is due, Licensee shall be obligated to pay a late payment fee of 5% of the overdue amount and a finance charge of 1% per month from the first day due until paid. Licensee will pay a fee of $30.00 for all checks returned by the bank due to insufficient funds, account closed, or for any other reason.

 **2.2 Cancellation.** University reserves the right to charge a cancellation fee if Licensee cancels the Event. Licensee shall provide University with a written notice of its intent to cancel the Event, along with the cancellation fee indicated below:

 Notice of Cancellation Cancellation Fee

 More than 180 calendar days before the event 25% of the Deposit

 Between 180 and 91 calendar days before the Event 25% of Total Fee

 Between 90 and 31 calendar days before the Event 50% of Total Fee

 Between 30 and 14 calendar days before the Event 75% of Total Fee

 Within 13 calendar days of the Event 100% of Total Fee

 **2.3 Attrition.** Licensee and University agree that the cancellation and attrition fees stated above represent a reasonable estimate by the parties of the damages that University will suffer on account of a cancellation or change and that the amount payable represents liquidated damages and is not a penalty.

At Licensee’s request and in accordance with the provisions of this Agreement, University has reserved the Facilities and Services described in the Exhibits to this Agreement. Licensee shall have a right to make changes to its reservation for use of Facilities and Services only as outlined in the attached Exhibits.

**3. Utilities and Services.** University shall provide maintenance and services to the Facilities described in the Exhibits in accordance with its routine schedule and standards for the buildings in which the Facilities are located. Licensee shall reimburse University for all additional maintenance and services provided at Licensee's request and as designated on the Exhibits to this Agreement. Licensee shall reimburse University for any and all costs University incurs to repair any damage in excess of normal wear and tear to the Facilities or other University property or equipment arising out of or connected with Licensee’s use of the Facilities.

**4.** **Alterations; Signs; Liens.** Licensee shall not affix any nails, screws, staples, tape or any other substance or item to wall, floor, ceiling, or furniture of a Facility, nor shall Licensee display any signs or advertising within the Facilities, without the prior written consent of University in each instance. University agrees to permit Licensee to post a reasonable number of signs, such as schedules, contact information and emergency information at indoor locations within the Facilities, so that Event participants are able to contact Licensee’s staff in case of emergency and for safety purposes. Licensee shall not be permitted to place signs or banners of any kind in outdoor spaces or on the exteriors of buildings located on University property. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

**5.** **Personal Property.** Licensee is responsible for loss of or damage to any personal property belonging to Licensee, Event participants or persons under Licensee's control located within the Facilities or otherwise on University property, before, during or after the term of this Agreement.

**6.** **Indemnification**. To the extent permitted by law, Licensee releases and agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney’s and other professional fees) arising from or in connection with Licensee’s use of the Facility and other University property; the negligent or wrongful acts of Licensee’s employees, agents, vendors, contractors, or invitees; or Licensee’s failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

**7. Insurance**. At all times during its performance under this Agreement, Licensee, and any subcontractor and vendor, shall obtain and keep in force the following coverages written by a reputable insurance company acceptable to University or with a current AM Best Rating of A-VII or better, and authorized to do business in Minnesota:

 7.1 Commercial General Liability insurance, including coverage for bodily and personal injury, and property damage, including products liability, with limits of not less than $1,000,000 each occurrence and $3,000,000 aggregate.

 7.2 Automobile Liability coverage with limits not less than $1,000,000 combined single limit.

 7.3 Workers’ Compensation/Employers Liability, if applicable, to the extent required by law.

Regents of the University of Minnesota shall be included as an additional insured for General Liability and Automobile Liability on a primary and non-contributory basis.  Each policy shall include a waiver of subrogation. Licensee will provide at least 30 calendar days’ prior written notice to University before the policy is canceled, non-renewed or materially changed. Licensee agrees to furnish proof of all such insurance when requested by University but not later than 30 calendar days prior to the Event.

**8. Limitation on University Liability**. IN NO EVENT SHALL THE UNIVERSITY OR ITS REGENTS, OFFICERS, EMPLOYEE OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT. The University's total liability for breach of this Agreement is the fee payable by Licensee as set forth in Section 2.

**9. Notices**. All notices, requests, and other communications that a party is required or elects to deliver will be in writing and will be delivered personally, or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

 If to University: University of Minnesota

 Attn: Director, Conference & Event Services

 Comstock Hall - East

 210 Delaware Street SE

 Minneapolis, MN 55455

 E-mail: uces@umn.edu

 With a copy to: University of Minnesota

 Office of the General Counsel

 Attn: Transactional Law Services

 360 McNamara Alumni Center

 200 Oak Street SE

 Minneapolis, MN 55455-2006

 E-mail: contracts@mail.ogc.umn.edu

If to Licensee:

Attn:

E-mail:

**10. Use of University Name, Logo and Wordmarks.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without prior written permission of the University in each instance. Notwithstanding the above, Licensee shall be permitted to use the name and address of University to identify the place and location of the Event in advertising or other notices for the Event.

Licensee is expressly prohibited from altering University Marks or creating its own branded signage using University Marks in connection with the Event. Licensee agrees that the following disclaimer will be prominently placed in all material related to promotion, publicity, or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

“The University of Minnesota is not affiliated in any way with the activities conducted by       on the University of Minnesota campus. The relationship between the University of Minnesota and       is solely that of licensor and licensee.”

Licensee’s failure to comply with this Section 10 will give the University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

**11. Concessions/Novelties.** Licensee shall not sell merchandise or novelties in the Facilities or elsewhere on University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion. Licensee shall not limit access to vending machines maintained by University. No merchandise bearing the name, logos or marks of the University of Minnesota will be offered for sale unless manufactured and distributed pursuant to valid licenses from the University. Licensee shall be solely responsible for the collection and payment of applicable sales tax to the state of Minnesota.

**12. Food Service.** Licensee is specifically advised that no food may be served in Facilities without the permission of University of Minnesota Dining Services and that, in some instances, a permit from University’s Department of Environmental Health and Safety may also be required. Food consumption is not permitted in Facility classrooms.

**13.** **Beverages.**

13.1 Non-Alcoholic Beverages. Licensee shall not sell, distribute, dispense, advertise, or promote any non-alcoholic beverage (or permit any other to do the same) without University’s written consent, which consent University may condition, grant or withhold in its sole discretion.

13.2 Alcoholic Beverages. Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University’s sole discretion.

**14. Assignment.** Licensee shall not assign its rights under this Agreement without University’s prior written consent, which consent University may grant or withhold in its sole discretion.

**15.** **Amendments**. This Agreement may only be amended in a writing duly executed by the parties to this Agreement.Any change to any Exhibit must be approved in writing by University.

**16. Entire Agreement.** This Agreement, along with the attached Exhibits and addenda, constitutes the entire agreement between the parties. This Agreement supersedes all prior negotiations, representations, and agreements among the parties, whether oral or written, relating to the Event described in this Agreement.

**17. Cancellation Due to Uncontrollable Event.** The Event may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to conduct the Event. An “**Uncontrollable Event**” means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Event is cancelled due to an Uncontrollable Event, neither party shall have any liability to the other, provided that any deposits or amounts paid by one party to the other shall be promptly refunded and Licensee shall reimburse University for all reasonable expenses incurred to the time of cancellation (including any expenses for which University then is and will remain unavoidably committed).

**18. Copyright Representation and Release**. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright, b) has written permission of the copyright owner(s) for this use, c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use* or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

**19. Authorization for Recording and Release.**

 19.1 To the extent Licensee has the right and intends to make video, audio, or other recordings of the Event, University hereby authorizes Licensee to bring necessary recording equipment onto the Facilities and make such recordings, provided, however, that such recordings may not include the name, logo or other identification of University without the prior written consent of University in each instance. Licensee releases and will hold harmless the University, its Regents, officers, employees, and agents from any liability whatsoever associated with Licensee’s recording of the Event.

 19.2 If the Services provided by University will include University’s recording of the Event on behalf of Licensee, Licensee represents and warrants that it has the right to authorize the University to make such recordings, and shall grant to University a non-exclusive license to use or reproduce such recordings, in whole or in part, throughout the world for the term of Licensee’s United States copyright in the recording, for the purpose of furthering the University’s missions of education, research and outreach. Licensee releases and will hold harmless the University, its Regents, officers, employees, and agents from liability for blurring and distortion that may occur or be produced in the recording and copying processes and from liability for unintentional misspelling or inaccuracies. Licensee waives any right that Licensee may have to inspect or approve the finished recordings.

**20. Governing Law/Jurisdiction.** The laws of the state of Minnesota will govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims, and causes of action relating to the construction, validity, performance and enforcement of this Agreement will be in the courts of the state of Minnesota.

**21. Board of Regents Approval.** This Agreement is subject to the approval of University’s Board of Regents. If such approval is not obtained by      , 20  , this Agreement will be null and void. This provision applies if the Total Fee exceeds $1,000,000.

**22. Acceptance.** This Agreement represents an offer by University for Licensee’s use of the Facilities. This offer may be accepted by Licensee by returning a copy of this Agreement signed by Licensee, the Certificate of Insurance, the Deposit and any other required documents to University. This offer and the reservation of spaces expire if the University has not received the signed Agreement, Certificate of Insurance and Deposit by      , 20  , whereupon neither University nor Licensee will have any further obligations to the other with respect to this Agreement.

 **IN WITNESS WHEREOF,** University and Licensee have executed this Agreement as of the date set forth above.

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| --- | --- |
| **Regents of the University of Minnesota** |  |
| By:  | By:  |
| Name:       | Name:       |
| Title:       | Title:       |
| Date:  | Date:  |

# EXHIBIT A

# Schedule of Activities