External Organizations

 Twin Cities Campus



Summer Housing Agreement

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

**1. Use; Location and Nature of Accommodations.**

 1.1 University grants Organization the right to occupy the sleeping rooms and to share with others the use of the common areas in a residence hall located on the Twin Cities campus in Minneapolis or St. Paul, Minnesota (“**Premises**”), as described in the Lodging section of the Contract Synopsis attached to this Agreement as Exhibit A. Organization understands and agrees that University is unable to guarantee that space in a particular residence hall will be available. University reserves the right to reassign Organization to available space of substantially equal quality in other residence halls and will notify Organization in writing in the event of such reassignment.

 1.2 Sleeping rooms shall be occupied solely by persons whose names are included on a roster furnished to University at least 14 calendar days prior to commencement of the Term (“**Attendees**”). The roster and any revisions of the roster shall include the full name and gender of all Attendees, designating which Attendees are minors (children 17 years of age and younger), if any, shall indicate any preferences as to room type or roommate, and shall include such other information as University may reasonably require (including whether any Attendees will not stay in a University sleeping room but instead will commute and have meals with the other Attendees in a University residential dining facility). Organization shall assign Attendees to rooms and shall provide a copy of such room assignments to University at least two weeks prior to the date of Organization’s arrival (“**Arrival Date**”). Room changes shall be subject to University’s approval. Organization acknowledges that most or all of the sleeping rooms to be made available for the use of Attendees are intended for occupancy by one to four people and are equipped with a single bed for each Attendee assigned to the room.

 1.3 If any Attendees of Organization are minors, the attached Camp Addendum and the following provisions apply: Without the prior written consent of University, no child under the age of 8 will be permitted to occupy the Premises. Organization shall provide qualified and responsible adult chaperones throughout the entire term. The roster shall designate which persons are chaperones. Organization and its chaperones shall be responsible for supervising Attendees while on all University property, and Organization shall take all steps necessary to assure that chaperones are properly qualified and trained to perform their supervisory responsibilities. Notwithstanding anything in this Agreement or otherwise applicable residence hall policies and regulations to the contrary, chaperones shall not possess or use alcoholic beverages or illegal substances on the Premises. Organization’s ratio of chaperones sleeping on the Premises to minors sleeping on the Premises will be at least one adult chaperone for every 10 children under the age of 18. University reserves the right to require additional chaperones when Attendees younger than 12 will be sleeping on the Premises. If University issues more than two warnings to Organization’s on-site staff that Organization has failed to adequately supervise the conduct of Attendees, then University shall have the right to require Organization to provide additional staff. Where Organization’s Attendees include minors, such Attendees and chaperones will be required to participate in a safety orientation program before the end of the first full day following the Arrival Date to be provided by Organization at the beginning of occupancy.

 1.4 **IMPORTANT**: Unless specifically included in the Synopsis, this Agreement does not relate to athletic facilities, classrooms outside of residence halls, meeting rooms outside of residence halls or other services or facilities which are or may be desired by Organization, and University’s obligation to provide any such services or facilities only arises if a separate agreement is executed by Organization and University. Organization is encouraged to make arrangements for all University services and facilities it requires in connection with its use of University housing before signing this Agreement. The inability of Organization to procure other services or facilities from University is not a basis for canceling this Agreement or securing a refund of any part of the Fee due under this Agreement.

**2. Term.** Organization and its Attendees shall have the right to occupy the Premises from 1:00 p.m. on the Arrival Date until 12:00 noon on the Departure Date as stated in the Synopsis, subject to early arrival or late departure as requested by Organization and agreed to by University. Early arrivals or late departures are subject to charges.

**3. Fee.**

 3.1 For its use of the Premises and for food service, parking, residence hall meeting room and classroom rental, and all other residence hall services, Organization shall pay to University the estimate as stated in the Synopsis (and identified there as the “**Total Estimated Bill**”) (“**Fee**”). The Fee is subject to applicable sales and use tax. A deposit shall be paid in the amount and within the time stated in the Synopsis. A deposit is required in order to confirm the reservation. Deposits are due within 30 calendar days from the date of receipt of the contract. Overdue deposits will result in the release of your reserved spaces. Organization may cancel this Agreement by giving written notice to University at least 14 days prior to the Arrival Date; in such event, Organization shall forfeit 25% of the deposit. Otherwise, the deposit will be deducted from the total amount due following the event. Deposits cannot be adjusted if services are reduced. The balance of the Fee shall be paid within 30 calendar days from the date on the invoice prepared by University. Failure of Organization to pay the balance within such 30-calendar day period shall entitle University to require that Organization pay a deposit of at least 75% of the Total Estimated Bill for its next use of University’s housing facilities.

 3.2 In the event the actual number of Attendees or the number of sleeping rooms occupied is greater than stated in the Synopsis, the Fee payable by Organization shall be adjusted upward based on the Rate/Night stated in the Synopsis. Organization must submit final rosters to University at least 14 days prior to the Arrival Date or must pay a $200 fee. In addition, any adjustments made to the final roster (residential and commuters) less than 14 days prior to the Arrival Date will result in a $200 fee plus the following fees: $15 per adjustment within the roster (some examples include: name changes or room swaps) made between 13 and 6 days prior to the Arrival Date; $25 per adjustment within the roster made between 5 and one day prior to the Arrival Date; and $35 per adjustment within the roster made on the Arrival Date.

 In the event that the actual numbers for lodging and/or meals fall below 80% of the numbers stated in the Synopsis, the University reserves the right to charge Organization for liquidated damages. Liquidated damages shall be calculated by charging 40% of the lodging and/or meals for all of the days of the event by the difference between the numbers stated in the Synopsis and the actual or guarantee numbers, whichever is greater. Events with less than 150 people stated in the Synopsis of this agreement are exempt from charges for liquidated damages.

In the event that Organization reduces the stated number of Attendees within 14 days of the Arrival Date, University reserves the right to charge Organization $35.00 for each cancelled space. In addition to the Fee, Organization shall make payments to University as provided in Section 5 below within 30 calendar days of submission of an invoice by University. No part of the Fee is refundable under any circumstances, including early departure and weekend absences of Attendees.

**4. University Policies, Procedures and Regulations.** Organization agrees to comply with applicable federal, state, and local laws, ordinances, rules, and regulations and all University policies, procedures and regulations, including the [Safety of Minors](https://policy.umn.edu/operations/minorsafety) policy, if applicable, pertaining to summer housing and use of University property, as amended from time to time, provided that no such amendment shall materially affect Organization’s rights and responsibilities under this Agreement. In addition, Organization agrees to use the Premises 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 Premises for summer housing. The foregoing specifically includes, but is not limited to, all CDC, MDH, and University guidance related to COVID-19. Organization shall take all steps reasonably necessary to inform Attendees of applicable policies, procedures and regulations and to enforce the same. University shall provide Organization with a copy of the policies and regulations applicable in the residence hall in which the Premises are located.

**5. Organization’s Responsibilities.** Organization agrees to:

 5.1 Comply with all check-in and check-out procedures.

 5.2 Pay for damage to the Premises and for damage to or loss of furniture, appliances and fixtures in the Premises caused by Organization, its Attendees, invitees or any persons under Organization’s control.

 5.3 Pay all charges for equipment (including cooking utensils, games, movies, phones, etc.) checked out to Attendees which are not returned by the Departure Date.

 5.4 Pay all charges for all repairs and non-routine cleaning of the Premises arising out of Organization's use as determined by University in its sole discretion.

**6. University’s Responsibilities**. University agrees to:

 6.1 Provide space and a limited number of tables and chairs in the residence hall lobby or other area specified by University for distribution of Organization’s materials to Attendees.

 6.2 Provide check in services for Attendees, including blocking of sleeping rooms, mailboxes, and room keys, building access keycards/keys, and (if purchased from University of Minnesota Dining Services) meal service access added to building access keycards.

 6.3 Assist Organization in preparing any required safety orientation for minor Attendees.

 6.4 Operate an Information Desk and provide University’s customary professional residence hall management services.

 6.5 Provide maintenance and operational services in accordance with its routine schedule for the building of which the Leased Premises are a part.

 6.6 Provide linens and housekeeping service as stated in the Synopsis.

**7. Right of Entry.** University shall have the right upon reasonable notice to enter the Premises including all sleeping rooms (except in emergency situations when University shall have the immediate right to enter) for the purposes of (i) making repairs, renovations, additions or alterations, (ii) ensuring health, fire and safety regulations are observed, (iii) as a part of check in/check out procedures, or (iv) safety checks.

**8. Keys; Conference Cards.**

 8.1 Keys to the Premises will be picked up and returned to the Information Desk located in the Premises by Organization or its Attendees. Keys must be returned on or before the Departure Date. Organization will be charged $60.00 for each room key and $35.00 for each mailbox key replaced during occupancy. Room keys and mailbox keys not returned at check-out will be considered lost and Organization will be charged a $95.00 fee for the lost keys.

 8.2 Conference cards will be issued for each Attendee (including Attendees commuting who will have meals in University residential dining facilities) and available for pick up, along with the room key (if the Attendee will be occupying a sleeping room). Conference cards will be used (i) to facilitate registration, (ii) for admittance to residential restaurant for meals, and (iii) for access to secured buildings. Organization will be charged $15.00 to replace a lost conference card.

**9.** **Concessions/Novelties.**

 9.1 Organization shall not sell any concessions or novelties on any University property without an executed Sales Permit issued by University, which University may grant or withhold in its sole discretion. Organization is specifically advised that no food may be served on the Premises 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 is also required. Organization shall not sell, distribute, dispense, advertise or promote any alcoholic or non-alcoholic beverage (or permit any other person to do the same) without University’s written consent, which consent University may grant or withhold at its sole discretion. Organization shall not limit Attendees’ 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. Organization shall be solely responsible for the collection and payment of applicable sales tax to the state of Minnesota.

 9.2 If the Synopsis allows Organization to operate a camp store in the residence hall, University approves the sale of the following items from the camp store: food (candy, chips and salty snacks) and beverages in compliance with University’s Coca-Cola contract; and the merchandise and equipment related to Organization’s permitted on-campus activities which are listed in the Synopsis. No merchandise bearing the name, logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University.

**10. Food Service.** University shall provide food service in a residential dining facility at the rate specified in the Synopsis. Unless otherwise agreed by Organization, CES and University of Minnesota Dining Services (UMDS), food service shall include three meals per day for all Attendees. All meals will be charged according to the dining guarantee provided by Organization at least 14 calendar days prior to Organization’s Arrival Date. If Organization receives notice of Attendee cancellations after providing University with a meal guarantee, Organization will be charged for the first 14 calendar days of meals for those Attendees. Requests for meals for additional Attendees are subject to availability. Attendees under the age of 10 who reside off campus may take meals in the residential dining area with resident Attendees and chaperones.

 10.1 If Organization chooses to have less than the three meals per day, Organization will be charged at the casual meal rate for those meals guaranteed.

 10.2 Additional meals requested by Organization after the dining guarantee has been provided will be charged at the group’s contracted meal rate. If Organization’s meal numbers exceed the 14-calendar day dining guarantee, all additional meals will be charged at the casual meal rate.

 10.3 If Organization does not provide the dining guarantee by 8 a.m. at least 14 calendar days prior to arrival, Organization will be charged based on the dining estimate provided for the contract or actual meals used, whichever is higher.

 10.4 If confirmed reservations at a Dining Facility decrease to fewer than 100 persons and that Dining Facility is closed due to the decrease in reservations, University shall offer available dining alternatives to Organization.

 10.5 University reserves the right upon reasonable notice to relocate Organization from Dining Facilities assigned to Organization in this Agreement to an alternative Dining Facility at any time during the term of this Agreement.

**11. Parking.** Organization must notify University at least 14 calendar days prior to check in of the actual number of parking spaces and the number of days for which parking is requested. Organization’s final billing will be based on the number of spaces and days requested at the 14‑calendar day deadline. No refunds will be given if a space is not used or if the number of days is fewer than stated by Organization 14 calendar days prior to check in. University shall make an effort to provide, but cannot guarantee, additional parking for requests received after the 14‑calendar day deadline.

**12. Alterations; Signs.** Organization shall not decorate, change or alter the Premises or residence hall of which they are a part, nor shall Organization display any signs or advertising on or within the Premises or residence hall of which they are a part, without the prior written consent of University, which University may grant or withhold in its sole discretion. University agrees to permit Organization to post a reasonable number of signs, such as schedules, contact information and emergency information, so that participants are able to contact Organization staff in case of emergency and for safety purposes.

**13.** **Personal Property.** Organization is responsible for loss of or damage to any personal property of Organization, Attendees or other persons under Organization’s control located within the Premises or otherwise on University property, before, during or after the term of this Agreement.

**14.** **Indemnification.** Organization agrees to release, indemnify, hold harmless and defend University from and against any and all claims, costs, causes of action, expenses and liabilities, including, but not limited to, reasonable attorneys’ fees, University incurs because of (i) Organization’s violation or alleged violation of any federal or state copyright or similar laws; or (ii) personal injury or death to any person or property damage (unless such personal injury, death or property damage is caused solely by the negligence of University, its officers, employees, agents or representatives) arising out of or connected with Organization’s use of the Premises.

**15. Insurance.** At all times during its performance under this Agreement, Organization, 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:

 15.1 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.

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

 15.3 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 and will provide that the policy will not be canceled, non-renewed or materially changed without at least 30 calendar days’ prior written notice to University. Organization agrees to furnish proof of all such insurance when requested by University but not later than 30 calendar days prior to the Arrival Date.

**16.** **Assignment.** Organization 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.

**17. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by 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 of Conferences & Event Services

 Comstock Hall - East

 210 Delaware Street S.E.

 Minneapolis, MN 55455

 Email: uces@umn.edu

 With copies to: University of Minnesota

 Real Estate Office

 451 Donhowe Building

 319-15th Avenue SE

 Minneapolis, MN 55455-0199

 E-mail: reo@umn.edu

 (Send notices alleging a University of Minnesota

 University default only) Office of the General Counsel

 Attn: Transactional Law Services Group

 360 McNamara Alumni Center

 200 Oak Street SE

Minneapolis, MN 55455-2006
E-mail: contracts@mail.ogc.umn.edu

If to Organization: The Address shown on the Synopsis (Exhibit A)

Notwithstanding the provisions of this Paragraph 17, notices from University to Organization shall be deemed valid if delivered to the on-site director or designee with a copy sent to Organization at its email and/or facsimile address set forth in the Synopsis. Organization shall provide to University the name and room number of at least one on-site staff member who will be available to accept notice from University.

**18. License Only, Termination and Remedies.** Organization acknowledges that this Agreement represents a grant of a license only, and not an easement or lease. University may revoke and terminate this Agreement upon written notice to Organization if Organization does not comply with the terms and conditions of this Agreement or if this Agreement otherwise gives University the right to terminate this Agreement. University agrees to give Organization reasonable notice under the circumstances of contract violations and a reasonable opportunity to cure such violations. University shall also have the right to take disciplinary action against individual Attendees violating applicable University rules, regulations and procedures, including terminating the Attendee’s right to occupy a sleeping room in the residence hall. Prior to taking any such action, University shall endeavor to consult with Organization and to allow Organization to take its own appropriate action. If University terminates this Agreement for any reason other than Organization’s failure to comply with the terms and conditions of this Agreement, University shall refund the Fee to Organization, provided, however, that if University revokes this Agreement after the commencement of the Term, the Fee shall be apportioned between University and Organization on a pro rata basis. Organization shall pay to University all of University’s damages, costs and fees, including attorneys’ fees, caused by Organization’s failure to comply with the terms and conditions of this Agreement. In addition, if Organization fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise or pursue all other remedies available to University as provided in this Agreement or by law.

**19.** **Cancellation Due to Uncontrollable Event.** This Agreement may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to use the Premises for summer housing as described in this Agreement. 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 this Agreement 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 Organization 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).

**20. Remedies Cumulative-Waiver of Rights.** Subject to Section 19 above, all remedies conferred on University or Organization shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or in equity. The failure of either party to insist in any one or more cases upon the strict performance of any of the covenants of this shall not be construed as a waiver or relinquishment for the future of such covenant. No waiver by University or Organization of any of the provisions of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party expressing such waiver.

**21. Limitation on University Liability**. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. University’s total liability under this Agreement is the fee payable by organization as set forth in Section 3.

**22. Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties or by a third party to create the relationship of landlord and tenant, principal and agent or of a partnership or of a joint venture or of any association whatsoever between University and Organization, it being expressly understood and agreed that neither the method of computation of the Fee nor any other provisions contained in this Agreement nor any act or acts of the parties shall be deemed to create any relationship between University and Organization other than licensor and licensee.

**23. No Third Party Beneficiaries.** No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this agreement any rights, remedies, obligations, or liabilities.

**24. Amendments.** This Agreement shall be amended only in writing duly executed by all the parties to this Agreement. Any changes to any Exhibit must be approved in writing by University.

**25. Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. This Agreement does not apply to Organization’s use of University athletic facilities.

**26. Severability.** The provisions of this Agreement are severable. Should any provisions of this Agreement be held unlawful or invalid by any competent authority, the remainder of the Agreement shall remain in full force and effect and binding upon the parties to the Agreement.

**27. Exhibits.** The terms and conditions of Exhibit A (the Synopsis) and of Exhibit B (the Camp Addendum), if applicable, 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 exhibit(s), the terms and conditions of the exhibit(s) shall control. All capitalized terms in any exhibit(s), which are not specifically defined in such exhibit(s), shall have the meanings given them in this Agreement.

**28. Use of University Name or Logo.** Organization agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or any form of publicity, without the written permission of University in each instance.

**29. Governing Law/Jurisdiction.** The internal laws of the State of Minnesota shall 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 shall be in the courts of Hennepin County, Minnesota.

**30. Acceptance.** Organization must deliver a copy of this Agreement signed by Organization, the Certificate of Insurance, the Deposit stated in Exhibit A (the Synopsis) and any other required documents to University no later than      , 20  . This Agreement is not effective unless and until it is fully executed by both University and Organization.

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

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

EXHIBIT A

SYNOPSIS

(Attached)

EXHIBIT B

CAMP ADDENDUM TO

SUMMER HOUSING AGREEMENT

**1. Camp Stores.** Organizations desiring to operate camp stores within the Premises may do so only with written consent of University. Organization shall operate camp stores out of room(s) designated by University and shall pay an additional fee for the use of such room(s). Organization shall be responsible for maintaining the store and sell only merchandise identified in the Synopsis. No merchandise bearing the name logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University. No food or beverage shall be sold at a camp store or otherwise offered by Organization without the written consent of University of Minnesota Dining Services and University’s Department of Environmental Health & Safety. Organization shall not interfere with access to vending machines located within the Premises or on any University property. If the Synopsis allows Organization to operate a camp store in the residence hall, University approves the sale of the following items from the camp store: food (candy, chips and salty snacks) and beverages in compliance with University’s Coca-Cola contract; and the merchandise and equipment related to Organization’s permitted on-campus activities which are listed in the Synopsis. No merchandise bearing the name, logos or marks of the University of Minnesota shall be offered for sale unless manufactured and distributed pursuant to valid licenses from University.

**2. Supervision; Safety and Protection of Minors.**

2.1 Organization shall be responsible for (i) supervising Attendees while anywhere on University property and (ii) providing qualified, properly trained and responsible adult supervisors to ensure compliance with University policies, including University’s Safety of Minors policy, as well as all rules, regulations and procedures for use of the Premises or other University property, throughout the entire term of this Agreement.

2.2 Organization represents and certifies to University that:

* Organization’s employees, camp counselors, chaperones, supervisors, volunteers, and any others interacting with Attendees who are minors (and anyone who supervises such persons) (collectively, “Organization Parties”) have passed a criminal background check;
* Organization Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minnesota Statutes Chapter 260E; and
* Organization maintains a readily-accessible list of parent and/or emergency contacts for Attendees who are minors.

 2.3 University reserves the right to require Organization to provide written evidence of compliance with the requirements of this Section 2.

**3. Medical Consent Forms; Waiver.** Organization shall obtain for each minor attendee a medical consent form signed by a parent or legal guardian authorizing Organization’s employees or staff to take ill or injured Attendees for medical treatment. Organization shall provide signed consent forms to University upon request, and University shall retain such consent forms in the Office of Conference & Event Services to the extent required by University policy and applicable law. Organization understands that University is not responsible for ensuring that Organization’s plans for the camp meet the guidance published by the CDC and MDH, nor is University responsible for ensuring Organization adheres to its plans. Organization specifically agrees to obtain a waiver of liability from each camper in favor of the University related to the risk of exposure to COVID-19 or other communicable disease and the risk that a camper may spread disease to others.

**4. Retention of Records.** Organization shall maintain lists of Attendees, staff personnel and chaperones, releases and other records related to Organization’s use of the Premises for a period of six years following the Departure Date. Records relevant to the calculation of the Fee and other use-related charges payable by Organization in connection with its use of the Premises shall be made available to University for inspection upon request. Organization shall cooperate with University and shall make its applicable records available to University for copying in the event a claim is made against University related to Organization’s use of University facilities.

**5. Insurance.** Notwithstanding the provisions of Section 15 of the Agreement, Organization shall maintain a policy of Commercial General Liability Insurance (including coverage for personal injuries) with a minimum limit of $1,000,000 per occurrence; $300,000 fire damage legal liability; $1,000,000 legal liability to participants; and $5,000 medical expense coverage per participant. Organizations operating sports camps shall also provide evidence of $1,000,000 professional liability coverage for claims arising out of instructing, demonstrating or advising regarding the performance of sports.

**6. Reporting of Incidents/Accidents.** Organization shall submit a University-approved injury report (Personal Injury Accident Report) to University within 24-hours of an incident. All incidents shall be reported regardless of the severity or type of injury. The filing of an injury report does not shift responsibility for claims from Organization to University.