**ADDENDUM**

**TO**

**FACILITY USE AGREEMENT**

**Minnesota State Colleges and Universities, Licensee**

University and Licensee further agree as follows:

1. Any indemnity provisions or hold harmless provisions in the Agreement made in favor of the University are deleted in their entirety. Each party agrees to be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party, or the results thereof. Licensee’s liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable Minnesota law.

2. Section 4 of the Camp Addendum, if applicable, is hereby replaced with the following:

Notwithstanding anything to the contrary in Sections 7 or 9 of the Agreement, Licensee shall maintain a policy of commercial general liability insurance (including coverage for personal injuries) with a minimum limit of $1,000,000 per occurrence; $500,000 legal liability to participants for one participant and $1,500,000 aggregate coverage. Licensee’s 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.

3. Licensee shall be permitted to self-insure for the insurance coverages required under Sections 7 or 9 of the Agreement and Section 4 of the Camp Addendum, if applicable.

4. Any provisions in the Agreement requiring Licensee to reimburse University for costs it incurs to repair damage to the Facility or other University property or equipment arising out of or connected with the Event are hereby deleted and replaced with the following:

 Licensee shall not, and shall not permit its directors, students, employees, vendors, invitees and contractors, to damage, misuse, or harm the Facility or any other University property.

5. Except as modified by this Addendum, all provisions of the Agreement remain in full force and effect. In the event of a conflict between the terms contained in the Agreement and this Addendum, the terms of this Addendum shall control.

**Regents of the University of Minnesota State of Minnesota, by and through the Board of Trustees of Minnesota State**

 **Colleges and Universities, on behalf of**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:       Name:

Title:       Title:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **VERIFIED AS TO ENCUMBRANCE:**

 Employee certifies that funds have been

 encumbered as required by Minnesota

 Statute §16A.15.

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **AS TO FORM AND EXECUTION:**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name:

 Title:

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_