License No. U-\_\_\_\_\_\_\_\_\_\_\_

****

**FACILITY USE AGREEMENT**

**Date:**       **Return By:**

**Group Contact:**

**Group Name:**

**Group Address:**

**Contact Phone:**

This Facility Use Agreement (the “Agreement”) is entered into effective as of September 28, 2023, by and between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and      , a       (the “Licensee”). This Agreement is entered into by University through its Continuing Education and Conference Center.

**1. Grant of license.** University grants to Licensee a license to use the rooms in the Continuing Education and Conference Center designated in Paragraph 2 below (the “Facility”).

 Licensee shall use the Facility solely for the following purpose(s):

 (the “License”), involving an estimated       number of attendees (the ”Event”). Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees, and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of this Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and locals laws, ordinances, rules and regulations (including copyright or similar laws).

1. **Term.** Licensee may only use the Facility during the following dates and times:

|  |  |  |  |
| --- | --- | --- | --- |
| **DATE** | **ROOM** | **START TIME** | **END TIME** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |

 Licensee’s use of the Facility pursuant to this Agreement will not exceed 50 separate calendar days.

1. **Fee and Deposit.**

3.1 Fee. Licensee shall pay University a Total Use Fee as described in the attached Exhibit A (the “Fee”). Licensee shall pay the Total Use Fee, minus the Deposit (as described below), to University no more than thirty (30) days after the Event. The Fee is non-refundable unless any provision in this Agreement obligates University to refund all or a portion of the Fee.

3.2 Deposit. Licensee shall pay University a deposit in the amount stated on Exhibit A upon the signing of this Agreement, which shall be:

a. Applied by University toward the Total Use Fee if Licensee satisfies all of its obligations under this Agreement;

b. Retained by University, at University’s option and in addition to any right or remedy available to University at law or in equity, if Licensee does not satisfy all of its obligation under this Agreement; or

c. Refunded by University to Licensee, as Licensee’s sole and exclusive remedy, if University fails to deliver possession of the Facility to Licensee for the Event

1. **Utilities and Services.** University agrees to provide maintenance and operational services to the Facility in accordance with its routine schedule for the building of which the Facility is a part. Licensee shall reimburse University for all “special” maintenance and operational services requested by Licensee. Licensee’s misuse of the Facility during an Event may result in the immediate termination of this Agreement and the cancellation of the Event.
2. **Concessions; Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3 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.

5.4 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.

1. **Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising on or within the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. 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.
2. **Personal Property.** Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the License.
3. **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.

1. **Insurance.** At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance within two (2) business days of signing this Agreement.

9.1 Check either (A) (B) or (C) below as applicable:

[ ] (A) Licensee’s policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence or qualified self-insurance subject to approval by University;

[ ] (B) Proof that Licensee has purchased event liability insurance with a minimum limit of $1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: http://tulip.ajgrms.com.

[ ] (C) State and other governmental agencies that are self-insured shall provide a letter on departmental letterhead stating that fact and the coverage limits for such insurance.

9.2 Workers’ compensation/Employer’s Liability, if applicable, insurance to the extent required by law.

All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. Licensee shall provide written notice to University if any of the required insurance coverage is canceled, modified or non-renewed before the end of the term of this Agreement. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of the Agreement.

1. **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.
2. **Obligations at End of Agreement.** Licensee shall, upon the expiration or earlier termination of this Agreement, cease use of the Facility and leave it in the same good condition as on the date of possession by Licensee, normal wear and tear excepted. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee’s use of the Facility, unless such damage is caused solely by University, its officers, agents or representatives.
3. **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 facsimile 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:

University of Minnesota

Continuing Education and Conference Center

1890 Buford Avenue

St. Paul, MN 55108-6092

Phone: (612) 624-3275

Fax: (612) 625-1948

E-mail: lberry@umn.edu

Group Name:

Group Contact:

Group Address:

Group Phone:

**13. License only; Remedies.** Licensee acknowledges that this Agreement represents a grant of a license only, and not an easement or lease. University may revoke this Agreement and terminate this Agreement upon written notice to Licensee if Licensee does not comply with the terms and conditions of this Agreement. Licensee shall pay to University damages, costs and fees, including attorney’s fees caused by Licensee’s failure to comply with the terms and conditions of this Agreement. In addition, if Licensee 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.

**14. Limitation of 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 FOR A BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.**

**15. Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, terrorist acts, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

**16. Use of University Name or Logo.** 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 without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall 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 endorsing or sponsoring the activities conducted by       *[name of Licensee]* on the University of Minnesota campus. The relationship between the University of Minnesota and       is solely that of licensor and licensee.”

**17. 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 the 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.

**18. Amendments.** This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

**19. 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.

**20. Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

**21. 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. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**22.** **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement.  The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

**23.**  **Exhibits.** The terms and conditions of Exhibit A 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 paragraphs 1 – 23 of this Agreement conflict with any of the terms and conditions of the attached Exhibit, the terms and conditions of the Exhibit shall control. All capitalized terms in Exhibit A which are not specifically defined in such Exhibit shall have the meanings given them in this Agreement.

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

**Regents of the University of Minnesota**  (Licensee)

|  |  |  |
| --- | --- | --- |
| By: |  | By:  |
| Name: |  | Name:  |
| Title:  |  | Title: |
| Date: |  | Date: |

|  |  |  |
| --- | --- | --- |
|  |  | Bill to if different from contact: |
|  |  | Name:  |
|  |  | Address: |
|  |  |   |
|  |  | Phone:  |

# EXHIBIT A

**CONTINUING EDUCATION AND CONFERENCE CENTER**

**EXHIBIT TO**

**FACILITY USE AGREEMENT**

**Equipment:** The Room Meeting Package (“RMP”) is comprised of Licensee’s general session room with standard audiovisuals to include: data projector, podium with wired microphone, room screen, flipchart with paper, markers and tape. The RMP is inclusive of 1 breakout space per 50 people up to a maximum of 3 breakout spaces. Breakout spaces are allotted based on the estimated attendance.

Additional charges will be assessed for audio/visual equipment used beyond the standard equipment included in the RMP general session room. **All additional audio/visual equipment must be obtained from the Continuing Education and Conference Center with the exception of personal computers**.

**Rooms:** RMP general session rooms are subject to a “minimum participants” charge. Licensee will be charged the per-person fee as described in Paragraph 2 below based on the actual number of participants, or the minimum number of participants designated for Licensee’s reserved general session room, whichever is greater. The chart below indicates the minimum number of participants designated for each room when used as a general session room.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Conference****Room** | **Minimum Participants** |  | **Conference****Room** | **Minimum Participants** |
| **32** | 32 |  | **135** | 200 |
| **42** | 65 |  | **135 AC/BD** | 100 |
| **42 A/B** | 30 |  | **135 A/B/C/D** | 50 |
| **52** | 22 |  | **155** | 50 |
| **55** | 5 |  | **156** | 20 |
| **62** | 32 |  | **156 A/B** | 10 |
| **77** | 20 |  | **166** | 20 |
| **83** | 50 |  | **166 A/B** | 10 |
| **Lower Level** | 130 |  | **Upper Level** | 250 |

Breakout spaces in excess of those covered with the RMP will be subject to flat fee pricing. University reserves the right to adjust the room minimums.

**Food Service:** The Food Service Package (“FSP”) is provided by University Dining Services (“UDS”). Guarantees are due to the Food Service Director 72 business hours prior to the Event. Due to our general seating dining room, luncheon speakers are prohibited. A la carte food service can be arranged off the UDS Event Catering Guide and is subject to an eighteen percent (18%) service charge and/or delivery charge.

Food Service Package Schedule:

 Continental Breakfast 7:30 a.m.-9:30 a.m.

 Luncheon Buffet 11:30 a.m.-12:30 p.m.

 Afternoon Break 1:30 p.m.-3:30 p.m.

 Continuous Coffee Service 7:30 a.m.-3:30 p.m.

The University and Licensee further agree as follows:

**1. DEPOSIT.** Licensee shall pay a deposit in the amount of $      upon the signing of this Agreement.

**2. FEE.** The Total use Fee includesRMP (Room Meeting Package) and FSP (Food Service Package). Package pricing is a per person charge.

**Meeting Room Related Charges Food Service Related Charges**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| [ ]  | Full-Day RMP | $ |       |  | [ ]  | Full-Day FSP | $ |       |
| [ ]  | Half-Day RMP | $ |       |  | [ ]  | Half-Day FSP | $ |       |
| [ ]  | Additional Break-out Rooms | $ |       |  | [ ]  | Breaks Only FSP | $ |       |
| [ ]  | Evening Room Rental | $ |       |  | [ ]  | A.M. Break FSP | $ |       |
| [ ]  | Computer Lab Rental | $ |       |  | [ ]  | Lunch FSP | $ |       |
| [ ]  | Video Conference Rental | $ |       |  | [ ]  | P.M. Break FSP | $ |       |
| [ ]  | Special Events Insurance Coverage | $ |       |  |  |  |  |  |

The quoted Food Service Related Charges do not include the 7.375% Minnesota sales tax.

$

**Total Use Fee $**

### PRICES ARE SUBJECT TO CHANGE

**LICENSEES ARE REQUIRED TO USE CONFERENCE CENTER AV EQUIPMENT AND FOOD SERVICE.**

**Room Reduction/Cancellation:** It is agreed that if Licensee cancels the Event or reduces the number of attendees or the number of reserved rooms after the date this Agreement is signed, Licensee will be assessed a cancellation charge for the unused space based on the schedule below:

|  |  |
| --- | --- |
| **A Reduction or Cancellation. . . days in advance of Event** | Will result in a cancellation charge based on the original estimate or a reduction charge based on the reduced portion of the original estimate as follows. . . |
| 90 days | $35 per cancelled room per day to cover administrative charges |
| **Between 60 and 89 days** | 25% of the original group estimate or reduced portion |
| **Between 30 and 59 days** | 35% of the original group estimate or reduced portion |
| **Between 15 and 29 days** | 50% of the original group estimate or reduced portion |
| **14 days or less** | Cancellation within 14 days of a program will result in a 100% charge of the original program |

Original group estimate equals estimated Total Use Fee plus all food service, audio-visual and conference service charges not included in RMP. If the Event is rescheduled at the time of the cancellation for a date within the following six (6) months, a $35 administrative charge per room per day will be assessed in lieu of the cancellation charge.

In the event that the room(s) Licensee originally reserved are subsequently rented to another group, Licensee will be assessed only a $35 administrative fee. The reduction/cancellation charge will not be billed until after the date of the reduced/canceled Event unless the reduction or cancellation is more than ninety (90) days in advance of the Event. In no case will the reduction/cancellation charge be less than $35. Deposits will be applied to reduction/cancellation fees. University reserves the right to change Reduction/Cancellation fees without notice.

Return Agreement to:

 Leslie Berry

 Continuing Education and Conference Center

 1890 Buford Avenue

 St. Paul, MN 55108



**Event Dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**



**Room:\_\_\_\_\_\_\_\_\_\_ Expected number of attendees:\_\_\_\_\_\_\_\_\_**

**Number to set the room for: \_\_\_\_\_\_\_\_\_\_\_**

**Registration time: \_\_\_\_\_\_\_ Actual start time: \_\_\_\_\_\_\_\_\_\_\_**

**Classroom Setup Options**

Please choose the classroom setup style that would be most effective for your teaching style. The Continuing Education and Conference Center will accommodate your classroom needs as best as possible.

\_\_\_\_ Theater \_\_\_\_ Classroom

\_\_\_\_ Chevron \_\_\_\_ Modified Chevron

\_\_\_\_ Hollow Square/Block \_\_\_\_ U-Shape

\_\_\_\_ Conference \_\_\_\_ Spoke

**Audiovisual** (Please check all that is needed)

|  |  |
| --- | --- |
| \_\_\_ Podium with attached Microphone | \_\_\_ Epson Computer Projector (LCD) \_\_ Sound required for Power Point presentation  |
| \_\_\_ Overhead Projector (for transparencies) | \_\_\_ Flipchart (includes paper, markers and tape) |
| \_\_\_ Wireless Microphone(s) \_\_ Handheld \_\_ Lavaliere (clip on) | \_\_\_ Laptop (We recommend you bring your own if possible to prevent issues with transferring course materials; full day or half day) |
| \_\_\_ Table Microphones (for panel discussions) | \_\_\_ TV Monitor (for up to 25 people) |
| \_\_\_ VCR | \_\_\_ DVD Player |
| \_\_\_ Document Camera | \_\_\_ Switchbox (for multiple presenters with laptops) |
| \_\_\_ Whiteboard with markers | \_\_\_ Risers (Room 135 only) |
| \_\_\_ Parking Reservations (Non-University groups only) | \_\_\_ 35mm Slide Projector |
| \_\_\_ Registration table outside room (if not using Reg. Desk) | \_\_\_ Materials table for handouts (usually placed at back of room) |

**Other** (Please list any other needs you may have)

***Thank you for your response. This information is used to create the Work Order for your event. If changes occur after this form has been submitted, please be sure to notify us. We are happy to work with you and look forward to servicing your event!***