

**MULTI-FACILITY USE AGREEMENT**

**(University Departments)**

 **THIS AGREEMENT** (“**Agreement**”) is entered into on      , by and between the Conference & Event Services Office in the Department of Housing & Residential Life (“**CES**”) and      , a University college/department/center (“**Department**”).

**I. GENERAL EVENT INFORMATION**

**A. Name of Event.**  Department 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, Department shall provide CES with a written program, agenda or flyer for each activity. University shall have the right to cancel any activities which it deems inappropriate in its sole discretion.

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

**D. Facilities.** Department will use the following facilities (each, a “**Facility**;” together, the “**Facilities**”) for the Event:      . The Facilities, or assigned rooms within Facilities, and the rules and procedures governing the use of such Facilities are described in the following Exhibits to this Agreement:      .

**E. Services.** Department 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.** Department will pay all fees and costs of using the Facilities and Services related to holding the Event on the University’s Twin Cities Campus (collectively, the “**Total Fee**”). Subject to adjustment as provided herein or in an exhibit to this Agreement, the Total Fee is $     .

**G. 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 CES.

**II. DETAILED AGREEMENTS**

**1. Use of University Facilities and Services.** Use of the Facilities and Services is hereby reserved by the Department solely for the purpose of conducting the Event. The Event shall 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. Department acknowledges and agrees that other University departments, colleges, centers and agencies, and University students may use any portion 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 Department’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 Department’s use of the Facilities or Services requested by Department and approved by CES. All charges will be made by Intra-Institutional Voucher (IV) to the designated University account string within 30 calendar days of completion of a final invoice. (The appropriate object code MUST be established in the University accounting system for every year affected.)

 **2.2 Cancellation.** Department may cancel the Event by giving CES written notice. Notice is effective upon receipt by CES. If a cancellation occurs within 180 days of the Event, CES will charge the applicable University account string an amount according to the following cancellation fee schedule:

 Notice of Cancellation Cancellation Fee

 More than 180 calendar days before the event 6.25% of Total Fee

 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 in the Room & Board Exhibit attached 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.** Maintenance and services to the Facilities described in the Exhibits in accordance will be provided in accordance with the routine schedule and standards for the buildings in which the Facilities are located. Department shall reimburse CES for all additional maintenance and services provided by CES at Department’s request and as designated on the Exhibits to this Agreement. Department shall reimburse CES for any and all costs incurred 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 Department’s use of the Facilities.

**4. Alterations; Signs**. Department 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 Department display any signs or advertising within the Facilities, without the prior written consent of CES in each instance. CES agrees to permit Department 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 Department’s staff in case of emergency and for safety purposes. Department 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.

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

**6. Notices**. All notices, requests, and other communications that a party is required or elects to deliver will be in writing and shall be delivered personally, or electronic mail (provided such delivery is confirmed) to the other party at its address set forth below:

 If to CES: University of Minnesota

 Attn: Director, Conference & Events Services

 Comstock Hall - East

 210 Delaware Street SE

 Minneapolis, MN 55455

 E-mail: uces@umn.edu

If to Department:

Attn:

E-mail:

**7. Concessions/Novelties.** Department shall not sell merchandise or novelties in the Facilities or elsewhere on University property without an executed Sales Permit issued by University and prior written consent of CES and/or the applicable University department, which Permit University may grant or withhold in its sole discretion. Department shall not limit access to vending machines maintained by University. Department may not sell any food in the Facilities or on other University property without the prior written approval of CES and/or the applicable University department and Aramark, University’s exclusive food service vendor. 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 the University. Department shall be solely responsible for the collection and payment of applicable sales tax to the state of Minnesota.

**8. Food Service.** Food and beverages may only be served in the Facilities by caterers approved in advance by University. Food service included as part of Department’s activities in the Facilities shall be confined to an approved area and, in some instances, in compliance with a food permit issued by University’s Department of Environmental Health & Safety (“**EH&S**”) pursuant to EH&S policies and requirements. Food consumption is not permitted in Facility classrooms.

**9. Alcoholic Beverages.** Department and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University’s Office of Risk Management, 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.

**10. 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.

**11. Acceptance.** This Agreement represents an offer by CES for Department’s use of the Facilities. This offer may be accepted by Department by returning a copy of this Agreement signed by Department to CES. This offer and the reservation of spaces expire if CES has not received the signed Agreement by      , whereupon neither CES nor Department will have any further obligations to the other with respect to this Agreement.

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

**Conference & Event Services,**

**Department of Housing & Residential Life**

By: By:

Name:       Name:

Title:       Title:

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

# EXHIBIT A

# Schedule of Activities