**License No.**

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# LEATHERDALE EQUINE CENTER

# FACILITY USE AGREEMENT

 **THIS FACILITY USE AGREEMENT** (“**Agreement**”) is entered into effective      , by and between Regents of the University of Minnesota (“**University**”), a Minnesota constitutional corporation, and       (“**Licensee**”), a      . This Agreement is entered into by University through its College of Veterinary Medicine.

**1.** **Grant of License.**

 1.1 University grants to Licensee a license to use those portions of the Leatherdale Equine Center depicted on Exhibit A that are identified below by a checked box (the “**Facility**”) (check all that apply):

 [ ]  Nutrena Conference Center [ ]  Barenscheer Indoor Arena

 [ ]  Dudley Barn Stalls [ ]  Other

Arena Parking Lot (Select number of spaces needed): [ ] 80 [ ] 40 [ ] 20 [ ] None

Use of the Facility also includes horse rental [ ]  (check if applicable),

Licensee’s use of the Arena Parking Lot is limited to the number of parking spaces selected above and for passenger vehicle parking only. This Agreement does not include Licensee’s use of any other parking facilities at the University. Arrangements and payments for Licensee’s use of other University parking facilities must be made separately with University’s Department of Parking & Transportation Services (“**P&TS**”) at (612) 626-7275. P&TS has additional parking available in the University’s Gortner Avenue Ramp, Lot S104, and Lot S108 located on or adjacent to University’s St. Paul Campus at the then-current parking rates charged by P&TS.

 1.2 Licensee shall use the Facility solely for the following purpose(s):       (the “**Event**”). The number of people expected to attend the Event is      . The conduct and supervision of the Event is the responsibility of Licensee, including (if applicable) the provision of qualified horse/animal handlers/trainers.

 1.3 Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, University policies and rules and applicable federal, state and local laws, ordinances, rules and regulations. In addition, Licensee agrees to use the Facility 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 Facility for the Event. The foregoing specifically includes, but is not limited to, all CDC, MDH, and University guidance related to COVID-19. The Event shall be conducted in a manner that does not endanger persons or property. Licensee shall cooperate with University personnel in ensuring public safety.

 1.4 University retains the right to exercise control over the Facility at all times, including the right to enforce applicable policies, rules and regulations. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility and other parts of Leatherdale Equine Center for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement.

 1.5 Wherever this Agreement requires a permit or consent from University, University may condition, grant or withhold the permit or consent in its sole discretion.

**2.** **Term.** Licensee is permitted to use the Facility only during the following dates and times:

Event Dates:

Event Times:

 Load-In/Load-Out:

Licensee or its authorized agent or representative must be present at the Facility to accept delivery of all equipment and supplies for the Event. Licensee’s use of the Facility pursuant to this Agreement will not exceed 10 separate calendar days without approval from University of Minnesota Equine Center (“**UMEC”**) administration.

**3.** **Fee.** Licensee shall pay University the total fee stated in the attached Exhibit B (the “**Total Fee**”). All other amounts payable by Licensee pursuant to this Agreement are in addition to the Total Fee. The Total Fee is non-refundable, unless otherwise provided in this Agreement.

**4. Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the building of which the Facility is a part. In addition, Licensee shall reimburse University for all maintenance and services provided at Licensee’s request or required for the Event. If University requires the presence of security or emergency personnel in the Facility during the Event, Licensee shall pay the costs of such personnel within 30 days of receipt of an invoice for such costs.

**5.** **Concessions/Novelties; Food; Beverage.**

 5.1 Licensee shall not sell any merchandise 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. In addition, Licensee shall not sell any food in the Facility or on other University property without the prior written approval of University and Aramark, University’s exclusive food vendor.

 5.2 Food may be served in the Facility or catered by a non-University vendor only with the prior 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.

**6.** **Alterations; Signs; Liens.** Licensee shall not decorate or alter the Facility or display any signs or advertising in or about the Facility without University’s written consent. Licensee shall not permit to accrue, and shall indemnify and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

**7.** **Personal Property.** University is not responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or elsewhere on University property in connection with the Event. University has the right to remove, place in storage or dispose of any such personal property left in the Facility or elsewhere on University property following the Event at Licensee’s sole expense.

**8.** **Indemnification.** Licensee releases and agrees to defend, indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys’ 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 the covenants, terms, conditions or limitations in this Agreement.

**9. Insurance.** Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage required below at least thirty (30) days prior to the Event or upon execution of this Agreement, whichever is earlier.

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

 [ ]  (A) 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 from Equisport Agency, Inc., <http://equisportagency.com/horseshow.php>, phone 1-800-432-1215, or The Equestrian Group, contact Carrie Wright, ewright@eqgroup.com, phone 1-800-8749191.

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

 9.2 Workers’ Compensation/Employers Liability, to the extent required by law.

 9.3 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 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 this Agreement.

**10.** **Assignment.** Licensee shall not assign its rights under this Agreement.

**11.** **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 initial 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 the Event, unless such damage is caused solely by University, its officers, employees, agents or representatives.

**12. 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 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

 Leatherdale Equine Center

 Attn: Max Meyers (Primary Contact)

 225 Vet Med Center North

 1365 Gortner Avenue

 St. Paul, MN 55108

 Email: meyer0649@umn.edu

 Attn: Ashley Bell (Secondary Contact)

 225 Vet Med Center

 1365 Gortner Avenue

 St. Paul, MN 55018

 Email: bellx304@umn.edu

 With a copy to: University of Minnesota

 c/o Real Estate Office

 Attn.:

 451 Donhowe Building

 319-15th Avenue SE

 Minneapolis, MN 55455-0199

 E-mail: reo@umn.edu

 If to Licensee:

 Attn:

 E-mail:

**13. License Only; Remedies.** This Agreement represents a grant of a revocable license only, and not a lease. Licensee shall pay to University all of University’s damages, costs and fees, including attorneys’ 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 all other legal and equitable 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 breach of this Agreement is the fee payable by LICENSEE as set forth in PARAGRAPH 3 or in an exhibit to this agreement.

**15.** **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).

**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) (collectively, “**University Marks**”) owned by or associated with the University or Facility 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. Licensee shall prominently place the following disclaimer in all material promoting, publicizing or advertising the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the advertisement or notice:

“The University of Minnesota is not endorsing or sponsoring 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.”

**17. Copyright Representation**. Licensee represents that any use by Licensee of copyrighted materials in connection with the Event will include all required copyright notices and attributions and will not violate the rights of the owner or any licensee of such materials. Licensee further represents that copyright notices have not been altered and that required attributions are shown.

**18. Amendments.** Amendments to this Agreement must be in writing and duly executed by all the parties to be effective.

**19. Non-Waiver; Survival.** 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. Licensee’s obligations under Sections 6, 8, 11, 15, and 17 and University’s limitation of liability under Section 14 shall survive the expiration or earlier termination of this Agreement.

**20. Governing Law; Forum.** The laws of the state of Minnesota govern the validity, construction and enforceability of this Agreement. Suits relating to the construction, validity, performance and enforcement of this Agreement must be brought in the state courts of Minnesota.

**21. Entire Agreement.** This Agreement (including all exhibits) 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 the exhibits and/or addenda 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 exhibits and addenda, the terms and conditions of the exhibits and addenda shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such exhibits and addenda 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**By: Name:      Title:      Date:  | By: Name:      Title:      Date:  |

**EXHIBIT A**

**Facility**



**EXHIBIT B**

 University and Licensee further agree as follows:

**1. Fees.**

1.1 Fee. Licensee shall pay the applicable Facility use fee, parking fee and stall fee, if applicable (together, the “**Fee**”) in accordance with the attached fee schedule. Licensee shall pay the Fee, minus the Deposit (as defined and described below), to University no more than 30 days after receipt of an invoice for the Event. The Fee is non-refundable unless any provision of this Agreement obligates University to refund all or a portion of the Fee.

 1.2 Total Fee. The sum of the Fee and the Horse Rental Fee (defined in Exhibit D) is the “**Total Fee**.” The Total Fee (minus the Deposit) is due according to the following schedule:      . Licensee will not be permitted to use the Facility if the required payment(s) have not been timely received by University. If Licensee fails to make a payment within five (5) days after payment is due, Licensee shall pay University a late fee equal to five percent (5%) of the amount which is overdue, together with interest on any unpaid balance in an amount equal to the lesser of ten percent (10%) per annum or the highest rate allowed by law. University shall apply any payment it receives from Licensee first to the late fee, then to interest and the remainder to the Total Fee. A fee of $30.00 is assessed for all checks returned by the bank.

1.3 Deposit. Upon University request, Licensee shall pay University a deposit in the amount of one-third the Fee (the “**Deposit**”) upon the signing of this Agreement. University shall be entitled to retain the Deposit if (i) Licensee fails to pay the Fee as provided in Section 1.1 above; or (ii) Licensee breaches any of its other obligations under this Agreement. University shall also be entitled to retain the Deposit as allowed in Section 2 below. Retaining the Deposit shall be in addition to any and all other remedies available to University.

**2. Cancellation.** Licensee shall pay a $25 cancellation fee if Licensee cancels the Event after this Agreement is signed, unless such cancellation is due to an Uncontrollable Event. In addition, University shall be entitled to retain the entire Deposit if Licensee cancels the Event within 10 days of the Event, unless such cancellation is due to an Uncontrollable Event. Licensee may request a cancellation due to inclement weather with University approval for a full refund or a revised Event date.

**3. Furnishings and Equipment.** This Agreement includes standard furnishings and equipment located in the Facility. Audio-visual equipment in the Nutrena Conference Center includes podium with wireless microphone, LCD projector and drop down screen. The Barenscheer Arena is equipped with two wireless microphones. The Facility can accommodate the following numbers of people and horses:

|  |  |
| --- | --- |
| **Room & Configuration** | **Maximum Capacity** |
| Nutrena Conference Center - Tables & Chairs | 83 |
| Nutrena Conference Center - Chairs only | 178 |
| Nutrena Conference Center - Standing only | 249 |
| Barenscheer Arena - Tables & Chairs | 968 |
| Barenscheer Arena - Chairs only | 2076 |
| Barenscheer Arena - Standing only | 2400 |
| Dudley Barn Stalls | 14 |

**4. Leatherdale Equine Center Rules and Regulations.** Licensee shall, and ensure that its employees, representatives, agents, participants, guests, invitees and contractors shall, at all times during the Event comply with the Leatherdale Equine Center rules and regulations attached to this Agreement as Exhibit C.

**5. Use of University Horses.** If Licensee’s use of the Facility includes the use of University’s horses, Licensee shall complete and sign the Horse Rental Addendum attached to this Agreement as Exhibit D.

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| **FEE SCHEDULE** |
| ***Facility*** | ***FOR PROFIT******ORGANIZATIONS*** | ***NON PROFIT******ORGANIZATIONS*** | ***UNIVERSITY GROUPS*** |
| Nutrena Conference Center (FULL) | $60/hour / $300/day | $45/hour / $250/day | $35/hour / $200/day |
| Nutrena Conference Center (HALF) | $40/hour / $200/day | $30/hour / $150/day | $20/hour / $100/day |
| Barenscheer Arena (FULL) | $75/hour / $500/day | $60/hour / $400/day | $50/hour / $300/day |
| Barenscheer Arena (HALF) | $60/hour / $300/day | $40/hour / $250/day | $30/hour / $150/day |
| Dudley Barn – Stall fee 24 hrs (per horse) | $30 per day | $25 per day | $20 per day |
| Dudley Barn – Stall fee day only (8 hrs or less) (per horse) | $25 per day  | $20 per day | $18 per day |
| Dudley Barn – Tack Stall (No bedding) | $10 per day | $10 per day | $10 per day |
| Paddock Housing (per horse) | $20 per day  | $15 per day | $13 per day |
| Arena Parking LotWhole lot – 80 spaces | $400.00 | $400.00 | $400.00 |
| Arena Parking LotPartial lot – 40 spaces | $200.00 | $200.00 | $200.00 |
| Arena Parking LotPartial lot – 2- s[aces | $100.00- | $100.00 | $100.00 |
| **NOTE:** |

**EXHIBIT C**

**Leatherdale Equine Center**

**Barn Policies**

**Rules and Regulations**

* Licensee’s horses must be housed in Dudley Barn only, with use of only pink buckets, forks, etc., supplied by University.
* Trainers not employed by University must provide evidence of trainer’s insurance.
* All equipment brought into the arenas by Licensee must be removed promptly after use.
* Doors to the Barenscheer Arena and Nutrena Conference Center must be closed by last person to leave.
* Visiting horses must have a copy of a negative Coggins test.
* Visiting horses from out of state must supply a health certificate.
* Visiting horses will be checked for any signs of infectious disease and must be removed immediately if medically determined to be carrying a contagious disease.
* Visiting horses are not to come in contact with University’s horses or horses in paddocks.
* Owners of visiting horses must be in control of their horses at all times while on University property.

**IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR DAMAGE, INJURY OR LOSS OF ANY KIND TO VISITING HORSES.**

* No riding anywhere on University property without an SEI approved helmet.
* No riding without signing a Participant Waiver and Release.
* No riding or leading of horses by anyone under the age of 18 without adult supervision.
* Riders pass left to left.
* Absolutely no animals other than horses will be allowed in the Facility.
* Horse sales/auctions, breeding and rodeo-type events are not permitted.
* University shall have the right, in its sole discretion, to prohibit any activity that University deems inappropriate, unsafe or inconsistent with its mission.

**EXHIBIT D**

**Horse Rental Addendum**

If Licensee’s use of the Facility includes rental of University horses, the following provisions apply:

**1. University Horses**. University maintains a resource herd of horses used for teaching, research and outreach (“**University Horses**”). Licensee wishes to rent the University Horses identified as       [*insert names of University Horses; complete only if applicable*] for the Event and used for the following purpose(s):       [*complete only if applicable*].

**2. Horse Rental Fee**. The fee for such rental is $      per horse per hour (“**Horse Rental Fee**”). The Horse Rental Fee includes halter and lead rope.

**3. Training and Orientation**. All Event attendees must complete a training and orientation program conducted by University, at no additional cost to Licensee, before they can work with or come into contact with a University Horse.

**4. Horse Riding Attire**. Event attendees must wear long-leg trousers or jeans, and closed toe and heel shoes. Events attendees dressed in shorts, sandals or flip-flops will not be allowed to work with a University Horse under any circumstances. The Horse Rental Fee will not be refunded or reduced if a University Horse is not used by Licensee because of improper attire.

**5. Horse Rental Waiver and Release**. Absolutely no persons will be permitted to work with a University Horse without submission of a signed Participant Waiver and Release in the form attached to this Addendum.

**6. Care of University Horses.** University shall have the right to examine University Horses during the term of this Agreement and to terminate this Agreement early if University determines, in its sole discretion, that University Horses are improperly treated.

**7. Riding Prohibited.** Under no circumstances may a University Horse be ridden by any person without the prior written consent of University.

**Leatherdale Equine Center**

PARTICIPANT WAIVER AND RELEASE

By signing this document, I acknowledge that there are inherent risks in using and being in close proximity to horses. Those risks include bodily injury and death. I understand that horses are unpredictable and capable of sudden, unexpected and potentially dangerous movements despite their prior history. I further understand that horses are easily frightened by sound, sudden movement, unfamiliar objects, smells, persons or other animals. They may run, bite, buck or kick. Horses may also encounter natural hazards, such as surface or subsurface conditions and may react unpredictably. They may even collide with other objects, persons or animals. Riders can fall off of horses and injure themselves.

 In consideration for permission to be on the premises of the Leatherdale Equine Center and/or use horses and equipment, I voluntarily agree to the terms of this Participant Waiver and Release. I understand it is my responsibility to acquaint myself with rules of safety applicable to any involvement with horses and their environment. I hereby represent that I am capable of using and being in close proximity to horses and their environment. I further represent that I am competent and capable to participate in the activities in which I will be participating.

 I assume full responsibility for the risk of bodily injury, death or property damage resulting from my decision to be around or on horses at Leatherdale Equine Center. For myself, my heirs, assigns, next of kin and anyone else who might claim through me or on my behalf, I forever release, indemnify and hold harmless Regents of the University of Minnesota, the Leatherdale Equine Center, their officers, regents, directors, employees, trainers, volunteers and agents (“**Releasees**”) from any and all loss, cost, expense, injury or damage of any kind, including (together and singly, “**Claims**”). **This RELEASE applies even to claims based in whole or in part on Releasees’ negligence, to the extent permitted by law, BUT NOT RELEASEES’ WILLFUL OR WANTON ACTS.**

 This release shall be governed by the laws of the State of Minnesota. If any portion of this release is held invalid by a court, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of any portion of it.

I HAVE READ THIS LEGALLY BINDING DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Signature of Rider Age Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Rider

**IF PARTICIPANT IS UNDER AGE 18, PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:**

I, parent/legal guardian of this participant, consent and agree to the above release and, for myself, my heirs, assigns, and next of kin, release and agree to indemnify and hold harmless the Releasees from any and Claims.

Signature of Parent/Guardian Date Emergency Phone Number