**License Number LA-**

 **Standard Short Term**

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# USE AGREEMENT

 **THIS USE AGREEMENT** (the “Agreement”) is entered into effective as of       by and between Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and       (the “Facility Owner”), a      . This Agreement is entered into by the University through its      .

**1. Facility.** Facility Owner, in consideration of the covenants contained in this Agreement, grants to University the right to use the facilities located in the County of      , and State of Minnesota, described as follows:

       (the “Facility”).

**2. Use.** University may use the Facility during the hours of       to       on the following date(s):      , for the following purpose(s):

The Facility is provided in “As-Is” condition, and University shall not make any alterations or additions to the Facility without the prior consent of Facility Owner.

**3. Services.** Facility Owner, at no additional expense to University, will provide all services reasonably required for University's use of the Facility, including heat or air-conditioning, electricity, water/sewer, garbage removal, janitorial services and      .

**4. Payment.** University agrees to pay to the Facility Owner as payment for the Facility use the sum of       and no/100 dollars ($     ), to be paid:

 [ ]  within thirty (30) days of its receipt of a fully executed copy of this Agreement

 [ ]  within thirty (30) days following the end of the University’s Facility use

 [ ]  within thirty (30) days of its receipt of an invoice from the Facility Owner

 [ ]  as described in the payment terms in paragraph 15

**5. Assignment.** University will not assign or otherwise transfer its rights under this Agreement without the consent of the Facility Owner.

**6. Obligations at End of Agreement.** University will, at the expiration of this Agreement, cease use of the Facility, remove all of its personal property and equipment therefrom, leaving the Facility in as good condition that existed at the commencement of its use, normal wear and tear and damage from fire, casualty and the elements excepted.

**7. Responsibility.** University will be responsible for damage, loss or injury caused by University, its employees, attendees and contractors in assigned function rooms in the Facility during University’s use, except to the extent caused by the willful or negligent act or omission of Facility Owner, its officers, agents, employees and representatives. University’s liability is subject to the limits in the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable law.

**8. 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:

 If to the University: University of Minnesota

 Attn.:

 c/o Real Estate Office

 451 Donhowe Building

 319-15th Avenue SE

 Minneapolis, MN 55455-0199

 Facsimile No: (612) 624-6345

 E-mail: reo@umn.edu

 With a copy of University of Minnesota

 default notices to: Office of the General Counsel

 Attn.: Transactional Law Services Group

 360 McNamara Alumni Center

 200 Oak Street SE

 Minneapolis, MN 55455-2006

 Facsimile No.: (612) 626-9624

 E-mail: contracts@mail.ogc.umn.edu

 If to the Facility Owner:

 Attn:

 Facsimile No.:

 E-mail:

**9. Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superseded by this Agreement.

**10. Use of University Name or Logo.** Facility Owner 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 in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

**11. 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.

**12. 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.

**13.** **Counterparts and Electronic Delivery.** This Agreement may be executed in counterparts, each 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.

**14. Force Majeure.**  This Agreement may be terminated upon one party providing notice to the other if an Uncontrollable Event makes it impracticable or inadvisable to conduct the event(s) contemplated by 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, acts 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; campus closure or policy changes; or federal, state or local governmental orders or advisories).  If this Agreement is terminated due to an Uncontrollable Event, both parties waive any claim against the other for damages, provided that any deposits or other amounts paid by one party to the other shall be promptly refunded.

**15. Special Conditions.**

*{Signature Page to Follow}*

**IN WITNESS WHEREOF,** University and Facility Owner have executed this Agreement on the day and year first above written.

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