License Number



### ACCESS AGREEMENT

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

**WHEREAS,** Grantee desires access to University property described as       (the “Premises”), or as more fully described on Exhibit A attached to this Agreement if applicable, for the purpose of      ; and

**WHEREAS,** University is willing to permit Grantee to access the Premises for such purpose (the “Permit”), pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE,** the parties agree as follows:

**1. Access to Premises.** Grantee is granted access to the Premises on      , for a period of       (   )  Hours or  Days, not to exceed forty-five (45) business days, as arranged in advance with University. No work on the Premises shall commence without the approval of the University’s      . University shall have the right, in its sole discretion, to require Grantee to submit to University, for its prior review and approval, detailed plans and specifications describing Grantee’s proposed work on the Premises.

**2. Use of Premises.** Grantee agrees to enter the Premises solely for the purpose stated above. Grantee acknowledges University’s use of the Premises for       and agrees not to disturb such use. Grantee shall comply with all applicable laws, statutes and ordinances and University policies, rules and regulations in its use of the Premises pursuant to this Permit. Only Grantee and consultants and contractors retained by Grantee and approved in advance by University may enter the Premises under this Permit. Grantee, its consultants, and contractors shall be qualified to perform any work undertaken by them on the Premises in a safe and professional manner in accordance with standard care expected of professionals conducting similar work. During the term of this Agreement, Grantee shall report and restore any damage to the Premises arising from, growing out of, or connected with Grantee’s use of the Premises, and upon completion of Grantee’s use of the Premises or the expiration or termination of this Agreement, whichever occurs first, Grantee shall, at its sole cost and expense, restore the Premises to the condition which existed as of the effective date of this Agreement.

**3. Reports.** Grantee shall provide to University copies of any surveys, test results, documents or reports it obtains or creates pertaining to the Premises. All test results and reports shall be sent to the University of Minnesota, Real Estate Office, 451 Donhowe Building, 319 15th Avenue Southeast, Minneapolis, MN 55455-0199, prior to submission to any regulatory agency. University may comment separately on said results and reports to any regulatory agency, but shall not alter any submission from Grantee to any regulatory agency.

**4. Fee.** The fee for the Permit is       and   /100 dollars ($     ), payable upon the signing of this Agreement. In addition, Grantee shall be responsible for any costs incurred by University on account of Grantee’s use of the Premises or on account of Grantee’s breach of its obligations under this Permit.

**5. Insurance and Indemnification.** Grantee agrees to defend, indemnify and hold harmless the University from injuries, damages and loss, including costs and attorneys’ fees, arising from the willful or negligent acts and omissions of Grantee’s employees, officers, consultants, contractors and agents. Grantee shall obtain and keep in force and require its contractor to obtain and keep in force during the entire term during which this Permit is in effect commercial general liability insurance, including coverage for bodily and personal injury, property damage, and contractual liability, with limits of not less than $1,000,000 each occurrence and $2,000,000 general aggregate.

5.1 In addition, Grantee shall obtain and keep in force and require its contractor to obtain and keep in force during the entire term during which this Permit is in effect automobile liability insurance in an amount not less than $1,000,000 combined single limit. Each policy shall provide that it shall not be cancelled or materially changed unless at least thirty (30) days’ prior written notice of cancellation or change is given to the University. Certificates evidencing such insurance and naming the Regents of the University of Minnesota as an additional insured shall be delivered to University prior to entering onto the Premises. Grantee represents that it and any consultants and contractors entering onto the Premises have workers’ compensation insurance to the extent required by law and agrees to furnish proof of such insurance upon request.

**6. Environmental.** Grantee shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Minnesota Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively “Hazardous Materials”) without University’s written approval of each Hazardous Material. If, in the course of its activities on the Premises, Grantee encounters any Hazardous Materials, it shall immediately stop all work, notify University, and proceed in accordance with instructions issued by University. Grantee shall indemnify, defend and hold University harmless from and against any claim, damage or expense arising out of Grantee’s installation, use, generation, storage, discovery or disposal of any Hazardous Materials, regardless of whether University has approved the activity.

**7. 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 University: Regents of the University of Minnesota

c/o Real Estate Office

Suite 451, Donhowe Building

319-15th Avenue SE

# Minneapolis, MN 55455-0199

Facsimile: (612) 624-6345

E-mail: reo@umn.edu

With a copy to: Office of the General Counsel

Attn: Transactional Law Services

University of Minnesota

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 Grantee:

Attn:

Facsimile:

E-Mail:

**8. Default.** In the event of a default by Grantee in the performance of any term or condition of this Agreement, University may immediately terminate the Permit.

**9. Assignment.** Grantee 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.

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

**11. Non-Waiver.** No waiver by University of any default or nonperformance by Grantee shall be deemed a waiver of any subsequent default or nonperformance by Grantee.

**IN WITNESS WHEREOF,** the parties have executed this Permit on the day and year entered below.

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

### EXHIBIT A