

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

ST. CLOUD STATE UNIVERSITY

AGREEMENT

THIS AGREEMENT is between the State of Minnesota, by and through Board of Trustees of the Minnesota State Colleges and Universities on behalf of St Cloud State University ("University"), and company name inserted here ("client"), and is governed by Minnesota law.

1. PERMITTED USE: University agrees to allow client use of facilities and will provide services detailed in the confirmation(s) as listed below:

___ Meeting space Confirmation # _____

___ Residences Hall Agreement # _____

___ Recreations Sports Confirmation# _____

___ Sodexo Catering Form # _____

___ Registration Services # _____

The parties agree this agreement does not create a landlord-tenant relationship between them. The University is permitting client to use the St. Cloud State University (SCSU) facilities according to the terms of this Agreement. It is specifically understood that the permission to use SCSU facilities and the period of use are not exclusive to client, and University shall have the right to enter and use the SCSU facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by University. Fees for use of SCSU facilities will be detailed in the confirmations checked above.

2. OUTSIDE VENDORS: Client must include in their pre-planning as proposed to the University any sale of food, services, or materials. Approval shall be the University's sole discretion for such sales or services. Approval must be secured from the Director of Conferences and Scheduling in advance of the date of the camp conference or event held on campus.

3. CLIENT'S INSURANCE: Prior to Client's occupancy of the Space, Licensee shall provide Licensor with a certificate of general liability and property damage insurance naming Licensor as an additional insured and reflecting coverage to \$2 million per occurrence, and \$2 million annual aggregate. Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or

better, and authorized to do business in the State of Minnesota. Licensee shall maintain this coverage at its sole expense during its use of the Space.

- 4. MAINTENANCE OF SPACE.** Client agrees to maintain the facilities in a reasonably clean and sanitary condition. After client finishes the program/event, University will inspect the facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. University will then submit an invoice to Client for the repairs or replacement of missing items, which Client agrees to pay within thirty (30) days of receipt of invoice.
- 5. RULES AND REGULATIONS.** Client agrees to honor and abide by all rules and regulations set forth by University during its occupancy of the facilities.
- 6. HOLD HARMLESS AND INDEMNITY:** Client shall indemnify and hold the University harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the facilities by Client or arising out of any work or thing done in or about the Space or structures or equipment in the Space when such has been authorized by University, except as such injury, death or property damage or loss is attributable solely to the University's negligence as determined by a court of law. Client hereby assumes all responsibility for security throughout its occupancy and use of the Space.
- 7. ASSIGNMENT; AMENDMENTS:** Client shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Licensor. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
- 8. DEPOSIT/PAYMENTS:** A new client will provide a \$100 deposit along with this signed agreement within 30 days from receipt of this contract. Deposits are non-refundable. Payment is due 30 days from invoice date. Interest of 1.5% per month is charged on all overdue balances. Make checks payable to SCSU and include invoice number with any payments.
- 9. CANCELLATION:** This agreement may be cancelled by either party at any time, for any reason, upon thirty (30) days notice. In the event of such cancellation, the University shall be entitled to the deposit and payment determined on a pro rata basis for work satisfactory performed.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

By:
Title:
Date:

2) Client _____

Approved:

By
Title
Date

3) AS TO FORM AND EXECUTION

By:
Title:
Date: