

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
ST. CLOUD STATE UNIVERSITY
OCCUPANY AGREEMENT**

THIS AGREEMENT is between the Board of Trustees of the Minnesota State Colleges and Universities on behalf of St Cloud State University (“Licensor”), and **Company** (“Licensee”), and is governed by Minnesota law.

1. **PERMITTED USE:** Licensor agrees to allow Licensee use of facilities as detailed on attached confirmation #0000

The parties agree this agreement does not create a landlord-tenant relationship between them. Licensor is permitting Licensee 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 Licensee, and Licensor 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 Licensor.

All aspects of the food and beverage catering operations shall remain with the Licensor. There will be no food and beverage in Atwood Memorial Center (AMC) in reservable meeting rooms, lounges or the adjacent malls, unless purchased through or prepared by Sodexo (in-house caterer).

2. **FEE.** For its use of SCSU facilities, Licensee agrees to pay to Licensor a fee based on the following:
 - a. For use of the space identified in the confirmation, a **non-refundable \$100 deposit is required by DATE HERE to confirm the reservation.** The check shall be payable to Atwood Memorial Center. The remaining balance is due within thirty (30) days after receipt of invoice from the university.
 - b. Normal janitor services and utilities are included in the rental rate.
 - c. Licensee shall be responsible for any needed security services, either through use of Licensor’s security or the St. Cloud Police Department. All security plans shall be approved by SCSU Director of Conferences and Scheduling prior to the event.
 - d. Requests for early opening or late closing outside the normal operation hours of Atwood Memorial Center can be accommodated for \$35.00/hr.
 - e. Any technical assistance requests are required to be made in advance. Student tech services can be arranged for \$14/hour.
 - f. Utilities shall be included in the rental rate.

- g. Any charges incurred during the course of the agreement are due in full upon thirty (30) days of receipt of invoice from Licensor.
 - h. Payment shall be made within thirty (30) days of receipt of invoice from Licensee.
3. MAINTENANCE OF SPACE. Licensee agrees to maintain the facilities in a reasonably clean and sanitary condition. After Licensee finishes the program/event, Licensor will inspect the facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Licensor will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days of receipt of invoice. However, if the cost of repairs or replacement is estimated to exceed \$50.00, Licensor shall be entitled to obtain payment of such amount from Licensee in advance.
 4. RULES AND REGULATIONS. Licensee agrees to honor and abide by all rules and regulations set forth by Licensor during its occupancy of the facilities.
 5. LICENSEE'S INSURANCE. Prior to Licensee'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.
 6. HOLD HARMLESS AND INDEMNITY. Licensee shall indemnify and hold Licensor 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 Licensee 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 Licensee, except as such injury, death or property damage or loss is attributable solely to Licensor's negligence as determined by a court of law. Licensee hereby assumes all responsibility for security throughout its occupancy and use of the Space.
 7. MINNESOTA DATA PRACTICES ACT. Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
 8. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Licensee agrees that in occupying the facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq., and any regulations promulgated pursuant to the Act. Licensor is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
 9. AUDIT. The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Licensor, the Minnesota Department of Administration, and either the Minnesota Legislative Auditor or State Auditor.
 10. NO ASSIGNMENT; AMENDMENTS. Licensee 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.

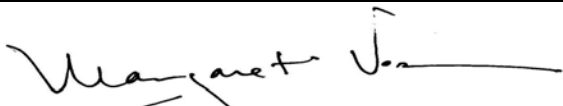

11. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon thirty (30) days written notice to the other party.

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

1) Licensor: MINNESOTA STATE COLLEGES AND UNIVERSITIES

STATE CLOUD STATE UNIVERSITY

Reservation confirmed:

By: Margaret Vos	
Title: Director of Atwood	
Date:	

2) Licensee _____

Approved:

By
Title
Date

3) AS TO FORM AND EXECUTION

By: Margaret Vos
Title: Director of Atwood
Date

