

Contract Number: MNC-2026-055943

F.Y.	Cost Center	Obj. Code	Amount	Vendor#	P.O #
25-26		Facilities	\$15000.00	0001062866	



MINNESOTA STATE

FACILITIES USE AGREEMENT

OFF-CAMPUS FACILITIES ONLY

THIS FACILITIES USE AGREEMENT is between the **ROCK RIDGE PUBLIC SCHOOLS ISD 2909** ("Licensor"), 1405 PROGRESS PKWY, VIRGINIA, Minnesota 55792 and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **MINNESOTA NORTH COLLEGE**("Minnesota State").

1. **PERMITTED USE.** Licensor agrees to allow Minnesota State use of the following (hereinafter defined as the "Space"):

Location: ISD 2909, Rock Ridge High School
1405 Progress Parkway
Virginia, MN 55792
*See **Exhibit A** for sketch/map identifying location*

Date and Time: Game Dates will be communicated to the Activities Director at Rock Ridge High School by the Coaches or Athletic Directors of Minnesota North College Athletic Teams which include Hibbing, Itasca, Mesabi, Rainy River and Vermilion. This includes any scheduled game dates, schedule changes or additional game dates for the fall 2025-spring 2026 seasons.

Description of Activity or Event: Use of Rock Ridge Athletic Facility and locker rooms (if needed) at ISD 2909 Athletic Complex located at Rock Ridge School for games and practices hosted by any one of Minnesota North College's campuses including Hibbing, Itasca, Mesabi Range, Rainy River and Vermilion.
(Attach additional pages as necessary)

2. **FEE.** For its use of the Space, Minnesota State agrees to pay to Licensor a fee of Three

Hundred Dollars and 00/100 (\$300.00) for a single game and Two Hundred Fifty Dollars and 00/100 (\$250.00) per game for a double header for the Fall 2025 and Spring 2026 season which shall be payable in arrears within thirty (30) days of Minnesota State's receipt of Licensors' invoice. *Prepayment by Minnesota State is prohibited by Minnesota Statute.*

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 1, 2025 or the date when the final required signature is obtained by Minnesota State, and shall remain in effect until June 30, 2026. This agreement may be canceled by either party at any time, for any reason, upon 30 (Thirty) days written notice to the other party. Licensors expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES.**

All notices, requests, and other communications between Licensors and Minnesota State that are required or that Licensors or Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

Authorized agent of Minnesota State:

Name/Title: Bart Johnson

Address: 1851 East Hwy 169, Grand Rapids, MN 55744

Telephone: +1 218-349-9154

Email Address: bart.johnson@minnesotanorth.edu

With a copy to:

Minnesota State

ATTN: Real Estate Services

30 E. 7th Street, Suite 350

St. Paul, MN 55101

Licensors' authorized agent:

Name: Chad Hazelton

Address: 1405 PROGRESS PKWY, VIRGINIA, Minnesota 55792

Telephone: +218 7447712

Email Address: Chad.Hazelton@rrps.org

5. **MAINTENANCE OF SPACE.** Minnesota State agrees to maintain the Space in a reasonably clean and sanitary condition. Licensors shall provide the following:
- a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking consisting of parking lot adjacent to the fields.

- c. building security customarily provided by Licensor; Minnesota State may provide additional security at its own expense;
- d. janitorial services;
- e. any necessary keys or access codes;
- f. other: None

Licensor shall allow Minnesota State to place temporary signs directing students and other attendees to its event.

6. **BUILDING HOURS.** Minnesota State may access the space during the specified hours.
7. **RULES AND REGULATIONS.** Minnesota State agrees to comply with the building rules and regulations attached as **Exhibit C** during its use of the Space which are not inconsistent with this agreement, Minnesota State board policies and applicable laws.
8. **LIABILITY.** Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The liability of the State and Minnesota State under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
9. **INSURANCE.** Minnesota State maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. Minnesota State shall name Licensor as an additional insured upon request. Minnesota State shall maintain this coverage at its sole expense during its use of the Space. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit B**, attached hereto and made a part of this Facilities Use Agreement. Licensor shall maintain coverages at its sole expense during the term of this Agreement. Minnesota State and Licensor shall provide each other with certificates of insurance, upon request. Coverage afforded under these policies shall not be cancelled without at least thirty (30) days advance written notice to the certificate holder. Each party, at its sole expense, shall provide and maintain workers' compensation insurance as such party may be required to obtain by law. Minnesota State is self-insured for workers' compensation purposes, and any such insurance extends only to employees of Minnesota State, not to students.
10. **MINNESOTA DATA PRACTICES ACT.** Minnesota State and Licensor agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, with regard to data related to this Agreement.

If Contractor sends messages (email, SMS, MMS, or similar) on behalf of Minnesota State, Vendor agrees to (i) have a Domain-based Message Authentication, Reporting & Conformance (DMARC) policy in place and enforced and (ii) provide a Domain Keys Identified Mail (DKIM) signature to Minnesota State for any service that sends messages

on behalf of Minnesota State throughout the duration of this Agreement.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensors are 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.
12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensors relevant to this contract shall be subject to examination by Minnesota State and the Legislative Auditor for a minimum of six (6) years from the end of the agreement.
13. **ASSIGNMENT; AMENDMENTS.** Neither party shall assign nor transfer any rights or obligations under this agreement without the prior written consent of the other party. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **BREACH.** In the event that Licensors breach this Agreement, Minnesota State shall have the right to immediately terminate this Agreement, as well as any other remedy available at law or equity.
15. **GOVERNING LAW; VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
16. **ENTIRE AGREEMENT.** This Agreement (including all exhibits, as shown below 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.
 - Agreement
 - **EXHIBIT A,** Facilities sketch/map identifying Location
 - **EXHIBIT B,** General Insurance Requirements
 - **EXHIBIT C,** Rules (if applicable)
 - **Any Subsequent amendments, addendum properly executed by the parties.**
17. **SPECIAL PROVISIONS.** None

SIGNATURE BLOCK IS ON NEXT PAGE

Signature Page for Facilities Use Agreement – Off-Campus Facilities Only

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

APPROVED:

1. LICENSOR: ROCK RIDGE PUBLIC SCHOOLS ISD 2909

Licensor certifies that the appropriate person(s) have executed the Agreement on behalf of Licensor as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)
Title
Date

2. Minnesota State: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF MINNESOTA NORTH COLLEGE

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
N/A
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

EXHIBIT A

Facilities Sketch/Map Identifying Location (including suite or room numbers)



EXHIBIT B
GENERAL INSURANCE REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - ☒ Premises and Operations Bodily Injury and Property Damage
 - ☒ Personal & Advertising Injury
 - ☒ Blanket Contractual
 - ☒ Products and Completed Operations
 - ☒ Other; if applicable, please list _____
 - ☒ State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensors' policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensors' performance under this Agreement.
- Licensors agree to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensors' policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensors are responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensors are self-insured, a Certification of Self-Insurance must be attached.
- Licensors' policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensors 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.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensors' policy limits to satisfy the full policy limits required by the Agreement.

EXHIBIT C
RULES AND REGULATIONS

Turf/Stadium Rules:

- Replaceable spikes, tennis shoes, or turf shoes are all suitable. No metal spikes allowed
- There are to be NO sunflower seeds, gum, soda, or food on the playing surface
- Water, Gatorade, energy drinks are allowed. – We would like these to be clear liquids
- No tobacco products. Entire campus is tobacco-free.
- No heating devices, carts, or heavy objects unless previously approved by the Rock Ridge, AD.
- Spectators will not be allowed on the playing field after the game.
- Assist us in properly disposing of tape, paper cups, etc. before you leave the field.

Contract Number: MNC-2026-056006

F.Y.	Cost Center	Obj. Code	Amount	Vendor#	P.O #
26	PG0033753	Facilities Rent	\$5000.00	0001062866	REQ-



MINNESOTA STATE

FACILITIES USE AGREEMENT OFF-CAMPUS FACILITIES ONLY

THIS FACILITIES USE AGREEMENT is between the **ROCK RIDGE PUBLIC SCHOOLS ISD 2909** ("Licensor"), 1405 PROGRESS PKWY, VIRGINIA, Minnesota 55792 and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **MINNESOTA NORTH COLLEGE**("Minnesota State").

1. **PERMITTED USE.** Licensor agrees to allow Minnesota State use of the following (hereinafter defined as the "Space"):

Location: ISD 2909, Rock Ridge High School
1405 Progress Pkwy,
Virginia, Minnesota, 55792
See Exhibit A for sketch/map identifying location

Date and Time: Minnesota North College Mesabi Athletic Director will contact Rock Ridge Activities Director to schedule games and practices or to reschedule any changes in already scheduled games or practices. ISD 2909 school Activities shall take precedence over any Minnesota North Mesabi College activities. Minnesota North College Mesabi Campus agrees to coordinate scheduling with ISD 2909 to ensure no conflicts with ISD 2909 activities.

Description

of Activity or Event: Use of Rock Ridge Turf Baseball Fields (Facilities) for games and practices during the 25-26 season. This use includes the press box, lights, and scoreboard.
(Attach additional pages as necessary)

2. **FEE.** For its use of the Space, Minnesota State agrees to pay to Licensor a fee of Five Thousand Dollars and Zero 00/100 Dollars (\$5000.00) which shall be payable in arrears

within thirty (30) days of Minnesota State's receipt of Licensor's invoice. *Prepayment by Minnesota State is prohibited by Minnesota Statute.*

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of August 1, 2025 or the date when the final required signature is obtained by Minnesota State, and shall remain in effect until July 31, 2026. This agreement may be canceled by either party at any time, for any reason, upon 30 (Thirty) days written notice to the other party. Licensor expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

4. **AUTHORIZED REPRESENTATIVES**

Page 1 / 8

All no. _____ ns between Licensor and Minnesota State that are required or that Licensor or Minnesota State elect to deliver shall be deemed