

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2018	57000		\$1500		73141



Minnesota
STATE COLLEGES
& UNIVERSITIES

**FACILITIES USE AGREEMENT
OFF-CAMPUS FACILITIES ONLY**

THIS FACILITIES USE AGREEMENT is between Independent School District #709 (“Licensor”), 215 N 1st Ave East, Duluth MN 55802-2069 (“Licensor”) and the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, 2101 Trinity Road, Duluth MN (“MnSCU”).

1. **PERMITTED USE.** Licensor agrees to allow MnSCU use of the following (hereinafter defined as the “Space”):

Location: Lincoln Park Middle School Athletic Field at, 3215 W. 3rd Street,
Duluth MN

Date and Time: September 1, 2017 – October 30, 2017 (Schedule attached)

**Description
of Activity or Event:** LSC Men’s and Women’s Soccer Games

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$25.00/hour along with a \$50.00 gate attendant fee per date. Total amount for the soccer season not to exceed \$1,500.00 (one thousand five hundred and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU’s receipt of Licensor’s invoice.

3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of September 1, 2017 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 30, 2017. 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.**

All notices, requests, and other communications between Licensor and MnSCU that are required or that Licensor or MnSCU 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:

MnSCU's authorized agent:

Name/Title: Mike Seymour,
Vice President of Academic & Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7628

Licensor's authorized agent:

Name: Doug Hasler, CFO/Director of Business Services
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

1. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition, including the pickup of garbage from the field and around the bleachers. Licensor shall provide the following:
 - a. all utilities reasonably required to use the Space, including heating, cooling, and electricity;
 - b. parking
 - c. building security customarily provided by Licensor; MnSCU may provide additional security at its own expense;
 - d. janitorial services related to restroom;
 - e. gate attendant of ISD 709 or any necessary keys or access codes;
 - f. other: A restroom facility directly accessible from the field level.

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

5. **SITE HOURS.** The Site hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours and dates as listed on Attachment A, and is responsible for securing the field and site after every game.
6. **RULES AND REGULATIONS.** MnSCU agrees to comply with the site rules and regulations during its use of the field parking lots and driveways which are not inconsistent with this agreement, MnSCU board policies and applicable laws.
7. **LIABILITY.** Except as relates to the actual process and labor effort of mowing and field lining performed by the Licensor, the MnSCU agrees to accept all liability related to its use of the Space, and accepts the property AS-IS. The Licensor shall not be considered responsible or required to make any changes or modifications to the Space. MnSCU accepts the space in its current condition. The State's and MnSCU's liability under this Agreement is governed by the Minnesota Tort Claims Act, Minnesota Statutes §3.736 and other applicable laws.
8. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]
with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured. MnSCU shall maintain this coverage at its

9. sole expense during its use of the field parking lots and driveways. For purposes of this Agreement, Licensor shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit A**, 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. MnSCU 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. MnSCU is self-insured for workers' compensation purposes, and any such insurance extends only to employees of MnSCU, not to students.

10. **MINNESOTA DATA PRACTICES ACT.** MnSCU 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.

11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensor 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.

12. **AUDIT.** The books, records, documents, and accounting procedures and practices of the Licensor relevant to this contract shall be subject to examination by MnSCU 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 Licensor breaches this Agreement, MnSCU 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 any exhibits, as shown below) is 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**, General Insurance Requirements

17. **SPECIAL PROVISIONS**, NONE

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: Independent School District #709

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

2. MNSCU: STATE OF MINNESOTA BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF Lake Superior College

By (authorized signature)

Title CPO
Date 5/15/17

By (authorized signature)
Title
Date

3. AS TO ENCUMBRANCE:

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature)
Title
Date

AGREEMENT NO: O-[campus ID number – last two digits of fiscal year – sequential number]

EXHIBIT A

See attached permit on following page.



From: Denfeld High School AD
 401 North 44th Avenue West
 Duluth, MN 55807

Facilities Agreement

Last Edited: 05/08/17 at 2:38PM

Permit # 1705-0078

Contact/Billing Person: Kirsten Bowman
 Address: 2101 Trinity Road, Duluth, MN 55811
 Day Phone: (218) 733-6923 Email: kirsten.bowman@lsc.edu

EVENT NAME: LSC Game
To: Lake Superior College

Date/Time	Location/Activity/Detail	Units	Rate	Subtotal
Mon 08/21/2017				
Lincoln Park Middle School - Field				
12:00 PM-3:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-3:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
12:00 PM-3:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sun 09/03/2017				
Lincoln Park Middle School - Field				
1:00 PM-4:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
1:00 PM-4:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
1:00 PM-4:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Tue 09/05/2017				
Lincoln Park Middle School - Field				
3:00 PM-6:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
3:00 PM-6:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
3:00 PM-6:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Wed 09/13/2017				
Lincoln Park Middle School - Field				
3:00 PM-6:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
3:00 PM-6:00 PM	Field Rental	3.00	\$ 25.00	\$ 75.00
3:00 PM-6:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sun 09/17/2017				
Lincoln Park Middle School - Field				
12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00
12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
Sat 10/07/2017				
Lincoln Park Middle School - Field				
12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00

12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00
------------------	-------------------------------------	------	----------	----------

Sat 10/14/2017 Lincoln Park Middle School - Field

12:00 PM-5:00 PM	LSC Game	0.00	\$ 25.00	\$ 0.00
12:00 PM-5:00 PM	Field Rental	5.00	\$ 25.00	\$ 125.00
12:00 PM-5:00 PM	Gate Attendant(multipurpose fields)	1.00	\$ 50.00	\$ 50.00

Summary	Facilities Rental:	\$ 0.00	Estimated Total Charges:	\$ 1025.00
	Equipment:	\$ 0.00	Balance Due:	\$ 1025.00
	Extra Charges:	\$ 1025.00	Total Amount Paid:	\$ 0.00
			Remaining Balance Due:	\$ 1025.00

Other Conditions:

The undersigned is the representative of Lake Superior College, the organization, group or person requesting use of the Woodland Middle School facilities as noted in this contract. I have the authority to legally bind this organization and hereby obligate the organization to provide liability insurance coverage in the amount of at least \$1,000,000 and to indemnify the school district and hold it harmless from any liability arising from our use of the school district property. Our organization will be responsible for any and all damages to the school district property arising from our use. The organization has familiarized itself with the Facilities Use Policy of the District and agrees to comply with all conditions of that policy. The organization accepts that the school district may have to preempt our scheduled use of district facilities in which case we understand the district will give as much advance notice as possible and that any money we have paid for use of the facilities will be refunded.

 Signature
 Tom Pearson
 Denfeld High School AD

Attachments:

 Signature
 Kirsten Bowman
 Lake Superior College

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

- The State of Minnesota's policy(ies) shall be primary insurance with respect to any claim arising out of the MnSCU Activity authorized under this Agreement.