

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: Field at former Central High School

Date and Time: To be scheduled

Description

of Activity or Event: LSC Men's and Women's Soccer Practice

2. **FEE.** For its use of the Space, MnSCU agrees to pay to Licensor a fee of \$400.00/Month. Total amount for the soccer season not to exceed \$800.00 (Eight Hundred Dollars and 00/100 dollars), which shall be payable in arrears within thirty (30) days of MnSCU's receipt of Licensor's invoice. *Prepayment by MnSCU is prohibited by Minnesota Statute.*
3. **TERM OF AGREEMENT; CANCELLATION.** This agreement shall be effective as of September 8, 2015 or the date when the final required signature is obtained by MnSCU, and shall remain in effect until October 31, 2015. 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: Bill Hanson, Executive Director
Address: 215 N 1st Ave E, Duluth, MN 55802-2069
Telephone: 218-336-8704

5. **MAINTENANCE OF SPACE.** MnSCU agrees to maintain the Space in a reasonably clean and sanitary condition. 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;
 - e. any necessary keys or access codes;
 - f. mowing of field as needed for use

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

6. **BUILDING HOURS.** The building hours are 8:00 am – 9:30 pm. MnSCU may access the space during the specified hours.
7. **RULES AND REGULATIONS.** MnSCU 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, MnSCU 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 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.
9. **INSURANCE.** MnSCU maintains commercial general liability insurance in compliance with the Tort Claims limits set forth in Minn. Stat. §3.736, subd. 4, as amended. MnSCU shall name Licensor as an additional insured upon request. MnSCU 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 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.** [If none, write *NONE*]: 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.

By (authorized signature)	
	
Title	CFD
Date	9/8/15

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	
Date	

3. AS TO ENCUMBRANCE:

By (authorized signature)	
Title	
Date	

4. AS TO FORM AND EXECUTION:

By (authorized signature)	
Title	
Date	

EXHIBIT A

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

- Licensor's 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 Licensor's performance under this Agreement.
- Licensor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensor's 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
- Licensor is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensor is self-insured, a Certification of Self-Insurance must be attached.
- Licensor's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- Licensor 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 Licensor's policy limits to satisfy the full policy limits required by the Agreement.

F.Y.	CostCenter	Obj. Code	Amount	Vendor#	P.O #
2015					