

**Essentia Health SMDC
407 East Third Street
Duluth, MN 55805
ECFE Amazing Newborn Summer Program**

Memorandum of Understanding

This agreement will define the services to be provided by an ECFE staff member to continue this class "Amazing Newborn" during summer school recess June 13, 2017 through August 24, 2017.

The parent educators will provide 1.5 hours of service for each Amazing Newborn session at the Birthing Center for a total of 22 visits.

The cost to facilitate this program for the summer of 2017 will be \$1,650.00.

Approvals:

<u>Julie Shelton DNP, APRN CNS</u>	<u>3/31/17</u>
Essentia Health SMDC Print Name	Date
<u>Julie A. Shelton DNP, APRN CNS</u>	<u>3/31/17</u>
Essentia Health SMDC Signature	Date
<u>Douglas A. Hasler</u>	<u>4/14/17</u>
CFO Independent School District #709	Date
Print Name	
<u>Douglas A. Hasler</u>	<u>4/14/17</u>
CFO Independent School District #709	Date
Signature	



License Number L-
Standard Short Term

UNIVERSITY OF MINNESOTA USE AGREEMENT

THIS USE AGREEMENT (the "Agreement") is entered into effective as of 4/25/17 by and between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and ISD 709 (the "Landlord"), a unincorporated entity. This Agreement is entered into by the University through its Department of Intercollegiate Athletics.

1. **Leased Premises.** Landlord, in consideration of the rents and covenants contained in this Agreement, does lease to University, and University does rent from Landlord premises situated in the County of St Louis, and State of Minnesota, described as follows:

Central High School Track facility (the "Premises").

2. **Use.** University will use and occupy the Premises, just as they are, during the hours of 8 am to 8 pm on the following date(s): May 1, 2017 to May 19, 2017, for the following purpose(s):

Use of Central High School track facility, shot put, discus

3. **Services.** Landlord will provide all services reasonably required for University's use of said Premises, including heat or air-conditioning, electricity, water/sewer, garbage removal, janitorial services and n/a.

4. **Rent.** University agrees to pay to the Landlord as gross rent for the Premises the sum of zero and no/100 dollars (\$0, reciprocal use in lieu of fee), to be paid within thirty (30) days of its receipt of a fully executed copy of this Agreement, unless other payment terms are specified in paragraph 14 this Agreement.

5. **Quiet Possession.** Landlord promises that upon paying rent and performing the promises contained herein, the University will peacefully and quietly have, hold, and enjoy the Premises for the entire term specified above.

6. **Assignment or Sublease.** University will not assign this Agreement or sublet the Premises without the consent of the Landlord.

7. **Surrender of Premises.** University will, at the expiration of this Agreement, remove all of its personal property and equipment from the Premises and will quietly yield and surrender the Premises to the Landlord in the same good condition that existed when it took them, normal wear and tear and damage from fire, casualty and the elements excepted.

8. **Indemnification.** University agrees to hold the Landlord harmless and indemnify it from liability for claims for bodily injury and property damage, including personal injury liability,

occurring on the Premises, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the Landlord, its agents, employees or representatives.

8.1 Landlord agrees to hold the University harmless and indemnify it from liability for claims for bodily injury or property damage, including personal injury liability, occurring on or about the Premises or building of which Premises is a part, except to the extent such injury or damage is caused by the negligent or wrongful acts or omissions of the University, its agents, employees, representatives and/or volunteers who are under the direction and the control of the University.

9. **Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to the University: University of Minnesota
Attn.:
c/o Real Estate Office
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No: (612) 624-6345
E-mail: reo@umn.edu

With a copy of
default notices to: University of Minnesota
Office of the General Counsel
Attn.: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

If to the Landlord: ISD #709
Attn: Doug Hasler
215 N 1st Ave E
Duluth, MN 55802
Facsimile No.: 218-336-8773
E-mail: Douglas.Hasler@isd709.org

10. **Amendments.** This Agreement shall be amended only in a writing duly executed by both parties. This Agreement (including all addenda, exhibits and schedules) is intended by the parties as the final and binding expression of their agreement and all prior negotiations and agreements related to the subject matter of this Agreement are superceded by this Agreement.

FORM: OGC-SC625
Form Date: 08.17.01
Revision Date: 03.21.07

11. **Use of University Name or Logo.** Landlord agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University in any sales promotion work or advertising, or any form of publicity, without the written permission of the University in each instance.

12. **Non-Waiver.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

13. **Governing Law; Forum.** The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

14. **Special Conditions.** none

IN WITNESS WHEREOF, University and Landlord have executed this Agreement on the day and year first above written.

Regents of the University of Minnesota

ISD 709

By: _____
Name: Josh Berlo
Title: Athletic Director
Date: _____

By: Douglas P. Hasler
Name: Doug Hasler
Title: CFO/Duluth Public Schools
Date: 4/25/17