

USE AGREEMENT FOR RENTAL OF  
SOUTHWEST MINNESOTA STATE UNIVERSITY FACILITIES

SOUTHWEST MINNESOTA STATE UNIVERSITY TERMS THIS AGREEMENT is between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Southwest Minnesota State University ("LESSOR"), and above named ("LESSEE").

The Agreement shall be governed by the laws of the state of Minnesota. Further, this agreement shall commence and expire on the above stated date(s) and times and apply only to those spaces specifically named in this agreement. LESSEE expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties.

LESSEE is granted only a permit to occupy and use the space for the purpose and during the period identified above. It is specifically understood that the permission to use the space and the period of use are not exclusive to LESSEE, and LESSOR shall have the right to enter and use the Space at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by LESSOR.

Further, LESSOR retains the right to change, cancel or move a LESSEE to another space when needed. Every effort will be made to notify the sponsoring organization in advance of scheduling changes or cancellations.

**INSURANCE AND IDEMNIFICATION**

It is understood that LESSEE shall assume all risks of operation and assumes the responsibility for supervising all activities associated with this agreement.

LESSEE hereby releases the State of Minnesota, Minnesota State Colleges and University Board, Southwest Minnesota State University, their officers, agents and employees for any harm, injury or damage which may befall LESSEE or LESSEE'S guests while LESSEE is using in any manner said facilities including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless Southwest Minnesota State University from liability for personal injuries suffered by, and damage or loss to property of LESSEE, its associates, agents, employees, customers, spectators, or other persons entering or upon the Premises or ways adjoining or parking lots of Premises upon LESSEE's invitation, license or consent, for any personal injury, loss of life and/or damage to LESSEE or LESSEE'S guests while LESSEE is using in any manner said facilities including all risks connected therewith, whether foreseen or unforeseen; and further to save and hold harmless Southwest Minnesota State University from liability for personal injuries suffered by, and damage or loss to property of LESSEE, its associates, agents, employees, customers, spectators, or other persons entering or upon the Premises or ways adjoining or parking lots of Premises upon LESSEE's invitation, license or consent, for any personal injury, loss of life and/or damage to property, including Southwest Minnesota State University property, and from and against all costs, legal fees, expenses and liabilities incurred in and about such claims or in the defense of any action or proceeding thereon, and from and against any order, judgment and/or decree which may be entered therein when judgment and/or decree which may be entered therein when any of the aforesaid are caused or occasioned by any negligence of LESSEE, its agents, subcontractors, or employees, patrons, guests, or persons admitted to Premises by reason of the use thereof by LESSEE.

The LESSEE agrees to maintain in effect a liability policy which has minimum limits of liability of \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage.

The LESSEE shall additionally name the State of Minnesota, Minnesota State Colleges and University, Southwest Minnesota State University, their officers, employees, and agents as additionally insured on this insurance policy and the certificate so shall state. A copy of this insurance policy must be on file at the Southwest Minnesota State University Scheduling Office a minimum of two weeks prior to the scheduled event.

**CHARGES, DEPOSITS AND CANCELLATIONS**

These are estimated charges for LESSEE'S event based on identified needs as of the date printed below, and do not reflect charges that may be incurred on the day of the event. Actual charges will reflect changes, discounts or additions, including requests accommodated the day of your event. A final bill reflecting actual charges will be mailed to the

LESSEE following the event, and is payable upon receipt. If payment is not received within 45 days of invoicing, a 5% late payment fee will be applied to the invoice and an additional 1.5% will be added every 30 days thereafter. Rates for the facility and equipment are evaluated annually and new rates may be effective beginning July 1 of each year.

LESSEE agrees to maintain the Space in a reasonably clean and sanitary condition. After LESSEE has completed its use and occupancy of the space, LESSOR will inspect the space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, LESSOR shall have the right, in its sole discretion, to either (a) repair, restore, or replace such items at its own cost, and submit an invoice for the same to LESSEE, which LESSEE agrees to pay within thirty (30) days thereafter, or (b) to require LESSEE to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of LESSOR at LESSEE'S cost.

A deposit of 50% of the estimated charges for LESSEE'S event is required and must be received within 14 calendar days following execution of this agreement. LESSEES with past positive event history and previous credit approval may not be required to provide a deposit.

If the deposit is not received, the LESSOR will release LESSEE'S reserved space and cancel the reservation. Checks should be payable to Southwest Minnesota State University. Please include the reservation ID number on all deposits.

Payment may be made in person or mailed to:  
Scheduling and Event Planning Office  
Southwest Minnesota State University  
1501 State St.  
Marshall, MN 56258.

All deposits are non-refundable unless a written request for cancellation is received 90 days prior to LESSEE'S event. Refunds will be made for requests meeting the cancellation policy by mail and University check, approximately 15 business days after receiving the written request.

Deposits are applied to Use Agreement charges or to cover the costs associated with LESSEE damage or loss of LESSOR equipment or spaces. Any outstanding balance due will be invoiced to the LESSEE and will be due upon receipt.

LESSEES who, due to past history or previous credit approval, are not required to provide a deposit may cancel reservations, in writing, up to 90 days prior to the event without penalty.

If the cancellation is received 30-89 days prior to the event a \$100.00 cancellation fee will be imposed, in all spaces except the Conference Center Upper and Lower Ballroom. In the Conference Center Upper or Lower Ballroom cancellation within the 30-89 day window will be the same as if the event had been cancelled less than 30 days prior to the event.

All cancellations received less than 30 days prior to the event will be charged a cancellation fee equal to the public cancellation within the 30-89 day window will be the same as if the event had been cancelled less than 30 days prior to the event. All cancellations received less than 30 days prior to the event will be charged a cancellation fee equal to the public rental fee for the reserved room(s).

LESSOR reserve the right to cancel or suspend any event if it is deemed that the security and/or safety of the facility and its patrons are threatened.

LESSEES are responsible for adequate supervision of their activities, adherence to state and local laws and for the conduct of all individuals associated with their event. Unless noted otherwise, the LESSEE's contact listed on this agreement will act as the main point of contact for all situations arising during the event.

## SECURITY

LESSEE shall be responsible for any necessary security services, either through the use of LESSOR'S security or the Marshall Police Department. All security plans must be approved by SMSU's authorized agent and the SMSU Public Safety Office prior to the event.

Final decisions on number and locations of security personnel remain with the LESSOR.

#### MINNESOTA DATA PRACTICES ACT.

LESSEE agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

#### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

LESSEE agrees that in occupying the Space, 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. LESSOR 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.

#### MARKETING / TICKETING

Unless arranged in writing prior to use, the LESSEE may not use the University's name or logo in any advertisement, promotion or on tickets printed for event. Further, LESSEE shall provide a copy of all marketing, publicity or advertisement pieces to the University's authorized agent prior to placing the advertisement.

If tickets are used with this event, the LESSEE shall provide the LESSOR a copy of the printer's ticket manifest no later than 10 business days prior to the event to identify the number of tickets printed.

The number of tickets printed for an event may not exceed the LESSOR'S specified capacity of the space being used.

#### A/V EQUIPMENT

LESSOR has a wide range of A/V and production equipment and services available for rental. Requests for A/V and production equipment and labor must be supplied to the Scheduling and Event Planning office no later than 10 business days prior to the event. Major events (as defined by the Scheduling and Event Planning Office) and all conferences need to provide preliminary estimates of their needs 30 days prior to the event.

#### EVENT DETAILS

All LESSEES need to provide preliminary details of their event needs (i.e. room layout and any special needs) no later than 15 business days prior to the event.

Major events (as defined by the Scheduling and Event Planning Office) and all conferences must provide preliminary details 30 days prior to the event.

Final details must be provided 7 business days prior to the event.

The LESSOR will do its best to accommodate requests made less than 7 days prior to the event but under some circumstances may not be able to fulfill the LESSEE'S request and will notify the LESSEE.

#### DECORATIONS / CANDLES / SMOKE MACHINES

Party favors and decorations may be brought in, with the exception of plastic or metallic confetti.

Under no circumstances may LESSEE staple, nail, glue, tack or affix decorations onto any surface. The only exception to this rule is that blue painter's tape may be used, and is the only acceptable method, for attaching decorations to painted surfaces, brick or wood walls, but only within the space designated for your event.

Any damage to walls, floors, decorations, windows, tables, or other surface or furnishing due to decorations or signage will be corrected at the expense of the LESSEE.

The LESSOR does not allow candles or other flame producing items within the LESSOR space with the exception that table decorations may utilize tea lights or votive candles which are guarded against candle wax and open flame by glass, or other non flammable enclosures and comply with LESSOR guidelines. Please contact the Scheduling and Event Planning Office for details of acceptable use and alternatives.

Under no circumstances will smoke machines or other items producing smoke or haze by any method be allowed in the LESSOR without prior arrangement. Requests to use these items must be made to the LESSOR, via the Scheduling and Event Planning office no later than 10 business days prior to your event for approval. If approval can be given, the LESSEE will receive specific guidelines for use of such equipment.

#### SHIPPING / STORAGE

LESSOR cannot accept any freight or materials (including overnight delivery services) prior to LESSEE'S contracted move-in date. All shipments must be delivered to you on your move-in day, unless prior arrangements have been made with Scheduling and Event Planning.

All shipments should be addressed to LESSEE or their agent and not the LESSOR.

LESSOR employees cannot sign for freight or materials for LESSEE'S event.

All items including, but not limited to; decorations, props, displays, vendor merchandise etc, must be brought in and removed within the contracted time, unless previous arrangements have been made with Scheduling and Event Planning office.

The LESSOR does not have storage space available and all items left after the contracted time may be disposed of by the LESSOR.

LESSEE will be billed for any and all charges associated with the removal and disposal of items left behind following LESSEE'S event.

#### CATERING

All aspects of the food and beverage catering operations shall remain with the LESSOR.

All catering within the LESSOR'S space is provided and billed through Chartwells. No outside food or beverages may be brought onto the premises.

Estimated guest count is required seven (7) business days prior to the reserved date. Final guaranteed count must be provided at least three (3) business days prior to the event. Additional information regarding catering requirements, timeline's and menu availability may be obtained by contacting the Scheduling and Event Planning Office.

Southwest Minnesota State University is an alcohol free campus, and only those events which have applied for and been granted permission to have alcohol will be allowed to have alcohol at the event. Please contact the Scheduling and Event Planning Office for further information and a application form.

By signing this Use Agreement the LESSEE acknowledges and agrees that they and/or their department/organization will be held financially responsible and liable for all services incurred by the University and the LESSOR for this event.

Further, LESSEE agrees they have read and will abide by the guidelines for events on the campus of Southwest Minnesota State University and within the LESSOR as describe in this Use Agreement and elsewhere. Failure to comply with the guidelines will result in the termination of this agreement. In addition by signing below, the signer attests that they are an authorized agent of the LESSEE.

LESSEE'S authorized agent: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

LESSOR'S authorized agent:

Tim Alcorn

Scheduling and Event Planning Director

Southwest Minnesota State University

1501 State Street, Marshall, MN 56258

Phone: 507.537.7110