Use and Lease Agreement Guide
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University Relations: Media Consideration for Real Estate Agreements

CLP’s and RSO’s: Differences between groups as it relates to Use Agreements

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COI Requirements: Responsibilities and samples

Sample Agreements – Use and Lease of University Real Estate by Non-University Entities:
Instructions for completing Standard Facility Use Agreement for Use of University Real Estate
Standard Facility Use Agreement, OGC-SC626
Standard Exhibitor Agreement, OGC-SC677

Sample Agreements – Use and Lease of Non-University Real Estate:
Standard Facility Use Agreement, OGC-SC625
Standard Hotel Agreement, OGC-SC650

Department Contacts
Policy Statement:
Use and Lease of Real Estate
Use and Lease of Real Estate

POLICY STATEMENT

University real estate (land, buildings, including space within a building, air rights, water rights, and mineral rights) owned and leased must be used for purposes that contribute to its mission of research and discovery, teaching and learning, and outreach and public service, unless a written agreement provides for another approved use of the real estate by a non-University entity. University units are responsible for overseeing the proper use of real estate assigned to or used by them.

All real estate is owned by Regents of the University of Minnesota, not by the campus, collegiate or administrative unit that is assigned, occupies, or otherwise uses the real estate.

The University recognizes that:

- the purpose of a non-University entity may coincide with or complement that of the University;
- its facilities may be particularly well-suited for specific short-term uses by non-University entities; and
- excess capacity may exist for certain facilities during certain times of the year.

Non-University entities, and individual faculty and staff leasing University real estate for personal use, require a written agreement, regardless of duration of use or amount of rent paid, except uses by Registered Student Organizations (RSOs) of classroom space with less than 100 seats, designated outdoor spaces per the Outdoor Space Reservation Process (www.outdoor.umn.edu), and RSO events covered by the University’s liability insurance. University uses receive scheduling priority over non-University entities (see Appendices section of this policy).

No University unit or individual can enter into a use or lease agreement without the approval authority of the Real Estate Office.

Up-to-date policy information can be found at: www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE.html
The procedures related to the Use and Lease of Real Estate Administrative Policy are categorized into “Use and Lease of University Real Estate by Non-University Entities” and “Use and Lease of Non-University Real Estate”, and are detailed in the following pages.

**RESERVATION AND DELEGATION OF AUTHORITY**

University of Minnesota Board of Regents’ Policy for Reservation and Delegation of Authority can be found at: http://www1.umn.edu/regents/policies/delegation/Reservation_and_Delegation.pdf

**APPROVAL AUTHORITY**

All lease transactions and those use agreement transactions with a value exceeding $10,000 (i.e. the value of a single agreement if all facilities and services for an event are described in one agreement; otherwise, the value of all agreements covering facilities and services for an event) require the Approval Authority of the Real Estate Office, which will coordinate all additional required approvals (e.g. Legal Authority, Funding Authority, Board of Regents Approval if required.) The Approval Authority for use agreements not exceeding $10,000 has been delegated to the signature authority.

All leases and use agreements are entered into the University's on-line lease inventory available at the Real Estate Office website (www.realestate.umn.edu) and included in the annual fiscal year lease report produced by the Real Estate Office.

Detailed information related to Use and Lease of University Real Estate by non-University entities procedures can be found at: http://www.policy.umn.edu/Policies/Operations/RealEstate/REALSTATE_PROCO1.html

**SIGNATURE AUTHORITY**

Signature authority means the power to sign a contract or take an action that binds the University. Those University representatives authorized to executed real estate contracts (FN11 and FN12) can be found within the Office of Institutional Compliance Delegation Library: http://www.compliance.umn.edu/delegationHome.htm

**LEGAL REVIEW OF CONTRACTS AND TRANSACTIONS**

University of Minnesota Board of Regents’ Policy for Legal Review of Contracts and Transactions can be found at: http://www1.umn.edu/regents/policies/administrative/Legal_Review.pdf

**STANDARD CONTRACTS LIBRARY**

Whenever possible, the University uses standard lease and use agreement forms. These forms are available on the Office of General Counsel Standard Contract Library:

Administrative Procedure:
Use and Lease of University Real Estate by Non-University Entities
Getting Started - Short Term Use

Many University-Owned buildings have on-site staff that handle rental arrangements, so **check with the facility** that you would like to rent. A listing of facilities can be found at [http://www.realestate.umn.edu/Lease/rentalspace.htm](http://www.realestate.umn.edu/Lease/rentalspace.htm). If your chosen facility is not on the list, or you need help choosing a facility, contact the Real Estate Office.

The University has a standard form for Short Term Use of University Space; however, some facilities have their own contract, including Coffman Memorial Union, Continuing Education and Conference Center, Northrop Memorial Auditorium, and others. Check the Standard Contracts Library to find the correct contract. Please contact the Real Estate Office if you need help figuring out which contract you should use.

Determine the total estimated cost (collectively includes the use fee and any and all other costs and expenses that are incurred in connection with the event) of the contract and then follow the appropriate steps listed below. After completing these steps, a Lease number (UA-XXX) will be assigned to the contract, and the contract will be entered into REO's online database once fully executed for the department to review in the future.

Up-to-date information can be found:  
[http://www.realestate.umn.edu/Lease/HowtoContract/UniversitySpace/UniversitySpaceA.htm](http://www.realestate.umn.edu/Lease/HowtoContract/UniversitySpace/UniversitySpaceA.htm)

### Getting Started Chart: University Space Leasing

<table>
<thead>
<tr>
<th>Less Than $10,000</th>
<th>$10,000 or More</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Complete one of the U's standard facility Use Agreements with the facility. If no changes are made to the agreement, proceed to step three. If changes are made to the contract, proceed to step two.</td>
<td>1. Fill out one of the U's standard facility Use Agreements with the facility, but do not sign it.</td>
</tr>
<tr>
<td>2. <strong>Before signing it</strong>, send the contract to the Office of General Counsel (OGC) for approval. After OGC approves the agreement, proceed to the next step.</td>
<td>2. Furnish REO with the agreement for review.</td>
</tr>
<tr>
<td>3. Furnish REO with a copy* of the fully-executed facility Use Agreement with the appropriate EFS account number and the Use Fee (the fee allocated for just the use of the Facility according to the established rate schedule) written on the top of the agreement.</td>
<td>3. After REO reviews the contract, it will be returned to you with an Approval Authority Letter for initialing (if required) and signature by the delegated signature authority.</td>
</tr>
<tr>
<td>*Keep the fully-executed original in your files.</td>
<td>4. Furnish REO with a copy* of the fully-executed facility Use Agreement with the appropriate EFS account number and the amount of the Use Fee (the fee allocated for just the use of the Facility according to the established rate schedule) written on the top of the agreement.</td>
</tr>
<tr>
<td></td>
<td>*Keep the fully-executed original in your files.</td>
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Use and Lease of University Real Estate by Non-University Entities

ADMINISTRATIVE PROCEDURE

- Written agreements are required for all uses of University real estate by non-University entities (e.g. a group, individual, association, company), regardless of the length of use or amount of rent paid, except uses by Registered Student Organizations (RSOs) of classroom space with less than 100 seats, designated outdoor spaces per the Outdoor Space Reservation Process (www.outdoor.umn.edu), and RSO events covered by the University's liability insurance.
- When University real estate is used by University staff or faculty for personal use, it is considered a use by a non-University entity.
- Uses of University real estate by non-University entities which complement or further the University's mission-related activities and/or provide services to the University community desired by the University are given preference.
- Non-University entities are required to maintain liability and other appropriate insurance coverages as specified in the written agreement with a company acceptable to the University and which name Regents of the University of Minnesota as additional insured.
- Use of University property for events and/or activities co-sponsored by the University, a University unit, or by a student organization (through the Office of Student Activities) requires a written co-sponsorship agreement.

Further detail on the below outlined procedure can be found at:
http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_PROC01.html
LEASE AGREEMENTS/USE AGREEMENTS

In general, the Use of University Real Estate by non-University entities will require the implementation of one of the following agreements (further detail including processes can be found in the UWide Policy Library):

- **Lease Agreements:** Leases are required when University real estate is used and controlled by a non-University entity on an on-going basis, typically, for a period of more than ninety (90) days. A lease does not indicate University endorsement of the policies, goals, or opinions of the non-University entity.

  When a non-University entity contacts a University unit to request a lease covering University real estate, refer them to the Leasing Manager at the Real Estate Office. Uses could include but are not limited to:
  
  - Use of facilities on campus
  - Antennae, Satellite Dishes and Towers
  - Other agreements including but not limited to utility lines, easements, etc.

- **Use Agreements:** Use agreements are required when University real estate is used by non-University entities for events, conferences and other short-term purposes, except uses by Registered Student Organizations (RSOs) of classroom space with less than 100 seats, designated outdoor spaces per the Outdoor Space Reservation Process ([www.outdoor.umn.edu](http://www.outdoor.umn.edu)), and RSO events covered by the University’s liability insurance. All conditions relating to the use are specified in the use agreement, which may be called license agreement, facility license agreement, temporary construction agreement, access agreement, etc.

  On the Twin Cities Campus, Sports Facilities, Concerts and Lectures, Recreational Sports, the Weisman Art Museum or other administrative units may be the first point of contact for a non-University entity wishing to use certain University venues ([http://www.realestate.umn.edu/Lease/rentalspace.htm](http://www.realestate.umn.edu/Lease/rentalspace.htm)), and may serve as the interface to Real Estate, to Facilities Management and other University departments as appropriate.

  University Relations will be the principal point of contact for media requests and will schedule all media events involving the use University facilities. For the short term use of all other University real estate, contact the Senior Real Estate Specialist.

  Please refer to the Use and Lease of University Real Estate by Non-University Entities Procedure for information on scheduling priority, outdoor space, large scale special events on Twin Cities Campus, multi-facility use agreements, co-sponsored events, and processes for other use agreements.

  [http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_PROC01.html](http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_PROC01.html)
Administrative Procedure:
Use and Lease of Non-University Real Estate
Getting Started - Short Term Use

Many facilities, including hotels, retreat centers, and public schools accept a University standard form when renting space to University affiliated groups. Check the Standard Contracts Library to find an acceptable Use Agreement or Hotel Agreement.

- If the facility accepts the University’s contract, determine the total estimated cost of the contract (not including food and beverage), and then follow the appropriate steps listed below. After completing these steps, a Lease number (L-XXXX) will be assigned to the contract and the contract will be entered into REO’s online database for the department to review in the future.
- If the facility does not accept the University’s general Use/License Agreement and charges a total of less than $10,000, skip to step two in the gray box below. If the facility does not accept the University’s general Use/License Agreement and charges a total of $10,000 or more, skip to step three in the maroon box below.

Up-to-date information can be found:
http://www.realestate.umn.edu/Lease/HowtoContract/NonUSpace/NonUSpaceA.htm

Getting Started Chart: Non-University Property

<table>
<thead>
<tr>
<th>Less Than $10,000</th>
<th>$10,000 or More</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Complete on of the U’s general Use/License Agreements with the facility. If no changes are made to the agreement, proceed to step three. If the facility has its own contract, or changes are made to the U’s contract, proceed to step two.</td>
<td>1. Fill out the general Use/License Agreement with the facility, but do not sign it. If no changes are made to the agreement, proceed to step three.</td>
</tr>
<tr>
<td>2. Send the agreement to the Office of General Counsel (OGC) for approval before signing. After OGC approval, proceed to step three.</td>
<td>2. Furnish REO with the agreement for review and an Approval Authority Letter.</td>
</tr>
<tr>
<td>3. Furnish REO with a copy* of the fully-executed Use/License Agreement with the appropriate EFS account number and amount of contract (not including food and beverage) written on the top of the agreement.</td>
<td>3. After REO reviews the contract, an Approval Authority Letter and the contract will be returned to you for initial (if required) and signature by the delegated authority.</td>
</tr>
</tbody>
</table>

*Keep the fully-executed original in your files.
Use and Lease of Non-University Real Estate

ADMINISTRATIVE PROCEDURE

- The University requires a written agreement for the use of non-University real estate by a University unit when a payment to the owner of the real estate is required, even if the payment is not called rent, or when the owner of the real estate requires evidence of University insurance coverage.
- If the owner of the real estate does not require a payment from the University or evidence of University insurance coverage or a written agreement, consult with the Real Estate Office to determine if a written rental agreement would be recommended. The University may want a written agreement due to the intended use of the premises, planned modifications to the premises for the University’s use, etc.
- A hotel room reserved by a University employee traveling on University business (or a University unit reserving a hotel room in conjunction with recruitment activities, etc.) does not require a written agreement. The employee will pay for the use of the hotel room pursuant to the University's travel and travel-related policies.
- The Real Estate Office manages all leases providing for a University unit's on-going use of non-University real estate, including payment of rent due. A purchase order is not used for payments by the University on a real estate lease or use agreement.
- Visiting faculty should enter into their own housing agreements. If the University department has agreed to pay for housing for visiting faculty, the payment should occur as part of the visiting faculty member’s salary package and be documented in the offer letter to the visiting faculty member. In certain circumstances, the University will enter into an agreement with the owner of the real estate, and a housing/occupancy agreement with the visiting faculty member.

Detailed information related to Use and Lease of Non-University Real Estate Procedures for the outlined information below can be found at:
http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_PROC02.html
LEASE AGREEMENTS/USE AGREEMENTS

In general, the Use of Non-University Real Estate will require the implementation of one of the following agreements (further detail including processes can be found in the UWide Policy Library):

- **Lease Agreements:** Leases are generally used for the on-going, continuous use of real estate, typically more than 7 days in length, as well as recurring, non-continuous uses over more than a one-year period.

  For University units on the Twin Cities Campus in need of building space, contact the Office of Space Management (OSM) to determine space needs and availability of space on campus. If OSM determines the requirement cannot be fulfilled with existing University Real Estate, contact the Leasing Manager at the Real Estate Office.

  For the lease of space by a Coordinate Campus unit and leases other than building space, contact the Leasing Manager at the Real Estate Office.

- **Use Agreements:** Use agreements are used for the short-term use of real estate, e.g. for conferences at hotels, retreat centers, public schools, etc. Use agreements are also used for continuous uses of real estate lasting up to 7 days as well as recurring, non-continuous uses over not more than a one-year period. Use agreements include hotel agreements, use/license agreements, and facility license agreements.
Review Procedures for Facility Use Agreements for Conferences, Events and Meetings Held at Off-Campus Facilities

You are planning an event for your college, department, institute or center. You have decided on a facility for your event and you need to sign a contract or an agreement. Where do you start?

In many cases the University’s Standard Contracts Library will have a form that many hotels, retreat centers, public schools and other facilities will accept when you use their space. First, check in the Standard Contracts Library at http://www.ogc.umn.edu/contracts/ to see if one of the Standard Facility Use Agreements or the Hotel Agreements might work. Many facilities will accept the University’s standard contract form because it takes much less time for the parties to complete a contract that has already been approved by the University.

Regardless of whether you complete a University standard form contract or an agreement provided by the facility you are using for your event, you must comply with certain procedures for review and approval of that contract or agreement.

You will choose one of the following three options for review of contracts and agreements covering the use of a non-University facility for your event:

1. Send contracts valued over $10,000 to the Real Estate Office for review. The Real Estate Office will obtain the required legal review.

2. Send contracts valued $10,000 or under, which have been completed on forms provided by the facility, to the Office of the General Counsel (OGC) for review, with a copy to the Real Estate Office.

3. Contracts valued $10,000 or under, which have been completed on standard University contracts from the OGC’s Standard Contracts Library, do not need review by either the Real Estate Office or the Office of the General Counsel, so long as no changes are made to the provisions of the standard form.

After the contract has been approved by the Office of General Counsel (OGC) and the Real Estate Office (REO), if changes were made, the contract should be sent to the Hotel or Conference center for review and consideration of the changes before the authorized person in your department signs the contract on behalf of the University (and initials any revisions).

**DO NOT SIGN the contract until the Hotel or Conference center accepts all the changes required by OGC or REO. Only when the Hotel or Conference center accepts the changes by OGC and/or REO should the University employee with Delegated Signature Authority for your department sign the contract.**

You will keep the original signed contract in your files and send a copy of the completed contract to the REO for placement in the Real Estate Inventory. OGC does not need a copy of the final signed contract.
Following is a more detailed explanation of the procedures established to assist you in completing Facility Use Agreements and hotel agreements for conferences, events and meetings held at off-campus facilities.

- If the contract has a value of $10,000 or more, you need to e-mail, fax or deliver a copy of the proposed contract to REO (Attn: Denise Mazone) at 424 Donhowe Building reo@umn.edu, fax 612/624-6345. Real Estate review and approval is required for contracts $10,000 and over. REO will forward the document to OGC for any needed legal review and approval. The Real Estate Office will provide to you both OGC's and REO's advice and requirements regarding the proposed contract. Make the requested changes to the contract. When all parties have signed the contract, you need to provide a copy to REO for placement in the University's Lease Inventory, WITH the EFS number included.

- If the contract has a value of less than $10,000, the Real Estate Office does not need to review or approve that contract, but a copy is sent to Real Estate for tracking purposes. However, the Office of the General Counsel does need to review the contract UNLESS it came from the Standard Contracts Library. Contracts in the Standard Contracts Library have already been reviewed and approved by OGC. If the facility you are using has agreed to write the contract on a University form, AND no handwritten or typed changes are made to the terms in the standard form, you do not need OGC review. The authorized person in your department may sign the contract without additional review by REO or OGC. When all parties have signed the contract, you need to provide a copy to REO for placement in the University's Lease Inventory, with EFS number included.

- If the contract has a value of less than $10,000, and it is written on a form provided by the facility, you will need to fax (626-9624), scan and email beverly.moe@ogc.umn.edu, or deliver a copy of the proposed contract to Bev Moe, at the Office of the General Counsel, 360 McNamara Alumni Center, for review. You will be notified by email of any needed revisions or if the contract is approved as written. If you need assistance in making revisions, Bev will provide such assistance. Again, after all parties have signed the form (and initialed the revisions, if any) you need to provide a copy of the signed contract to the Real Estate Office for placement in the University's Lease Inventory, with EFS number included.

Sometimes it is difficult to determine the value of a contract, particularly a hotel contract that includes guest rooms, meeting space and food and beverage. If you are not able to readily determine the value of the contract, ask the person representing the facility to include a sentence in the contract that states “The total value of this contract is $________.” You may also call the Leasing Specialist, Denise Mazone (612-626-3445) or the Leasing Manager, Jon Dostal (612-626-9402), in the Real Estate Office, for assistance.

You may not know who is authorized to sign contracts for your department for events. The Delegations of Authority website will provide the answer. Short-term uses of non-University facilities are classified as “Use Agreements, University as Tenant” and given the number FN12. (Note: University as Landlord use agreements are classified as FN11.) To conduct a search, go to the Delegations Library, which is found at http://www ocht umn edu/stellent/groups/public/documents/webasset delegationhome hct and click on Delegations Search. The three boxes that need to be completed are “Authority”, “Authority Type” and “Units Covered.” The Authority for this type of use is “FN12” which should be inserted in the box next to Authority. For Authority Type use the drop down arrow to select Signature Authority. The Unit refers to your college, department, institute or center. Click on “Units” and find the Dept ID number that corresponds to
your unit. For example, the Unit ID for the Real Estate Office is 10044. (Hint: Skip “Department of” or “institute of” and type in “history” to quickly obtain the right unit.) By clicking on this number, it automatically is entered into the box for Units Covered and you can hit the Search button. The resulting chart should show who in your department is authorized to sign the contract for this event. If you have trouble determining the authorized signatory, please contact Bev Moe (626-7797) in the Office of the General Counsel for assistance.

Once the agreements are final, whether under $10,000 or $10,000 and over, and whether it is a Standard Contract or a Contract from the facility – **REO does need a copy for the Lease Inventory.** Please write the Enterprise Financial System (EFS) account number that was charged for the costs on this contract and the total amount paid excluding food/beverages and AV costs on the copy and fax or, scan and email to the Real Estate Office. If you do not know the amount of the room rental when you sent in the contract, make yourself a note to inform us when you do know. Retain the original contract in your department files.

Some have asked why we need this information. There are a couple of reasons for this: **The Real Estate Office is required to produce an annual lease report for accounting and auditing purposes.** In addition, we provide annual reports to the Capital Oversight Group (COG) showing properties leased to others and their revenues, and properties leased from others with their costs, by RRC. Occasionally we also need to provide this information to other University offices as well as the State or County offices.

Please contact Denise, Jon or Bev if you have any questions regarding these procedures.

Real Estate Office: 612-625-5345 (Phone)

612-624-6345 (Fax)

[www.realestate.umn.edu](http://www.realestate.umn.edu)
Appendix to Policy (Use and Lease of Real Estate):
Permissible Uses and Scheduling Priority
Using and Leasing University Real Estate (Permissible Uses and Scheduling Priority)

APPENDIX TO POLICY (USE AND LEASE OF REAL ESTATE)

Permissible Uses

**Academic Scheduling:** The use of University property for its academic program, e.g., as classrooms, laboratories, studios, etc., for teaching and instructional programs is given the *highest priority (a) for credit (b) other Academic Scheduling.*

**Non-Academic Scheduling:** The use of University property for non-academic events and programs is subject to the following priorities:

- After the academic program needs are met, the *second priority* of permissible use of University facilities is assigned to events and programs sponsored or co-sponsored by University colleges, departments, or registered student groups.
- As a *third priority* of scheduling, the University (as a public institution with a basic service function) may grant use of its property to non-University entities whose use is consistent with or complements the University’s mission, such as:
  - Other educational institutions
  - Community, state or national organizations with an education-based mission
  - Youth programs and organizations
  - Internship programs
- As a *fourth priority* of scheduling, the University may grant use of its property to other non-profit or governmental entities, such as:
  - City, county, state, and federal agencies
  - Non-profit organizations
  - Political organizations
  - Sectarian and/or religious organizations
- As a *fifth priority* of scheduling, the University may grant use of its property to non-University entities on a space-available basis for activities such as:
  - Receptions
  - Other organized events, including events which include fundraising, as long as the event includes an educational component
Non-Permissible Uses

The University will not enter into use agreements for the use of its property for events or programs by non-University entities whose primary purpose for the request is:

1. Revenue generation*
2. The sale, solicitation or promotion of goods or services
3. Adult entertainment
4. Gambling

*Exceptions to the revenue generating restriction include: Northrop Auditorium, Ted Mann Concert Hall, Rarig Center, Student Unions, Weisman Art Museum and Intercollegiate Athletics facilities.

The President and/or his/her designee can grant exceptions.

This Appendix to the Use and Lease of Real Estate Policy can be found online at http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_APPB.html
Appendix to Policy (Use and Lease of Real Estate):
Use of University Real Estate for Co-Sponsored Events
Use of University Real Estate for Co-Sponsored Events

APPENDIX TO POLICY (USE AND LEASE OF REAL ESTATE)

Use of University property for events and/or activities co-sponsored by the University, a University unit or by a student organization (through Office of Student Activities) requires a written co-sponsorship agreement.

The University co-sponsor is ultimately responsible for the event, and sets all pertinent details related to the planning and conduct of a co-sponsored event, such as determining hours and selling tickets, and reserves the right to approve all advertising and news releases.

Process for Use of University Real Estate for Co-Sponsored Event:

1. Non-University entity contacts the University department to request co-sponsorship of an event or activity. If the co-sponsor is a student organization, the student organization must get approval to co-sponsor from the Office of Student Activities.
2. The departmental co-sponsor contacts the Senior Real Estate Specialist in the Real Estate Office with all pertinent details from the co-sponsored event to confirm co-sponsorship is appropriate. The Senior Real Estate Specialist then contacts the Office of General Counsel to review contract suggested by the non-University entity or develop a new contract for the co-sponsored event, which will include the appropriate amount of liability insurance as well as other appropriate insurance types and amounts required of the non-University entity as determined by the Office of Risk Management and Insurance.
3. The University co-sponsor manages the completed contract, obtains evidence of non-University entity’s liability and other required insurance coverage.

MATERIALS: Insurance Certificate from Non-University Entity’s Insurance Company

4. The University co-sponsor coordinates and additional approvals or scheduling which may be necessary, e.g. Environmental Health and Safety must approve the conditions under which food would be served; Office of Classroom Management must be contacted to reserve classroom space.

If University services are required for parking, audiovisual, etc., the University department co-sponsor arranges for such services or refers the non-University entity to the appropriate University contacts to arrange for the services.

5. The University co-sponsor oversees the event.

Up-to-date information on the above information can be found at:
http://www.policy.umn.edu/Policies/Operations/RealEstate/REALESTATE_APPA.html

Real Estate Office
3/1/12
# CO-SPONSORSHIP EVENTS APPLICATION

**Title of Event:**

**Date/s of Event:**

**Beginning and Ending Times:**

**No. of expected Participants:**

**Participant Description (University Staff, students, Non-University staff, etc.)**

**Requested Event Location:**

**Campus:**

**Facility/Outdoor Location:** (Attach a diagram if necessary)

**Name of University Organization/Department ("University"):**

**Address:**

**Phone Number:**

**Fax:**

**Contact/Title/Email:**

**Name of Organization ("Non-University Entity"):**

**Address:**

**Phone Number:**

**Fax:**

**Contact/Title/Email:**

<table>
<thead>
<tr>
<th>Question</th>
<th>University</th>
<th>Non-University Entity</th>
<th>Both</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Who initiated the Co-Sponsorship Arrangement?</td>
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<tr>
<td>2. Who will reserve the space?</td>
<td></td>
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<tr>
<td>3. Who will coordinate any additional approvals or scheduling with other University Departments?</td>
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<td>4. Who will establish the hours, layout and staffing plans for the event?</td>
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<tr>
<td>5. Who will provide review and approval of all of the activities of participants to ensure compliance with existing University policies and exclusive contracts?</td>
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<td>6. Who will promote the event?</td>
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<td>7. Who will enter into agreements with third parties, vendors or participants?</td>
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<tr>
<td>8. Who will act as the fiscal agent for the event?</td>
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<td>9. Who will pay the cost of the event?</td>
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<td>10. Who will arrange for set-up and tear down of the event?</td>
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<tr>
<td>11. Will the event be advertised/promoted? Yes ☐ No ☐ If yes, who is providing the marketing material? Will the advertising include reference to the University as a Co-sponsor? Yes ☐ No ☐</td>
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<tr>
<td>12. Who will review and approve all advertisements and promotional materials?</td>
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<tr>
<td>13. Will any advertisements or promotional materials use the University name, trademarks, logos or colors? Yes ☐ No ☐ If yes, who is responsible for obtaining approvals?</td>
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<tr>
<td>14. Will food or beverages be served at the event? Yes ☐ No ☐ If yes, who is providing and who will obtain DEHS Permit?</td>
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<tr>
<td>15. Will participation fees be required or admittance be charged to attend the event? Yes ☐ No ☐ If yes, who will collect the fees from third parties and what will the fees be used for? (Describe below)</td>
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</tbody>
</table>

16. Does the University have control of the event? Yes ☐ No ☐ Describe:

17. Will someone representing the University be on-site and active in managing of the event? Yes ☐ No ☐ (If yes, list contacts and describe the University’s role)

18. Will anything be sold at the event? Yes ☐ No ☐ If yes, please describe:

19. What is the affiliation/relationship between the University and the Non-University Entity?

20. What is the benefit to the University for Co-Sponsoring the event?

Further Description & Additional Information: (please provide and/or attach any other detailed information pertaining to the proposed Co-Sponsorship)
Policy Statement:
Using and Leasing University Outdoor Space
POLICY STATEMENT

The University intends its property to be used in the pursuit of its mission and for the benefit of the University community. The University also recognizes the importance of fostering diversity, serving the greater community, and acting as a marketplace for ideas. This policy serves those goals while promoting the safety of all persons on campus and preserving the physical integrity of University property. The University welcomes the use of its outdoor space consistent with this policy.

Detailed information on the following can be found at: [www.policy.umn.edu/Policies/Operations/RealEstate/OUTDOOR.html](http://www.policy.umn.edu/Policies/Operations/RealEstate/OUTDOOR.html)

- When a permit is required
- Permit process
- Exclusions
- Procedures
- Contacts
- Responsibilities
- Assembly without a permit
- General Rules
- Reason for Policy
- Forms/Instructions
- Definitions
Administrative Procedure:
Using and Leasing University Outdoor Space
Using and Leasing University Outdoor Space: Twin Cities

ADMINISTRATIVE PROCEDURE

Outdoor Spaces

All outdoor activities on the Twin Cities Campus are scheduled by Student Unions and Activities, except athletic sports facilities and media events.

Available outdoor spaces include Carlson School Courtyard, Church Street, Coffman Front Plaza, Coffman Riverbend Plaza, East Bank Bridgehead, Hanson Hall Plaza, Lind Hall Courtyard, Gateway Plaza, Nolte Plaza, Northrop Plaza, St. Paul Mall, Washington Avenue Bridge, West Bank Plaza, West Bank Bridgehead and Williamson Plaza.

The procedures for using and leasing University outdoor space are detailed at: http://www.outdoor.umn.edu
1. **General Rules (apply to all outdoor space events)**

   A. Registered Student Groups and University Departments may not reserve space for other organizations to provide access to University property or for the purpose of lower rates. The organization or department who holds the reservation must be primarily responsible for planning, implementing and financing the event.

   B. Space is available on a first come, first served basis, up to one year in advance, with the exception of contact tables (see contact table rules below).

   C. Terms of Reservation:
      1. Reservations may not exceed two days per reservation.
      2. Prior to the start of each semester, groups can make two event reservations for the upcoming semester.
      3. After the start of the semester, the group may make four additional event reservations for that semester, depending upon availability of the space. These additional reservations cannot be for the purpose of extending an existing reservation or an event beyond two days.
      4. Groups may not extend their Outdoor Space permit or use agreement beyond the allowed two days by having several groups make reservations for the same event on consecutive days.
      5. If space is still available five business days in advance of the event date, a reservation may be extended for an additional three days for no more than five days total per reservation.
      6. The University reserves the right to make an exception to reservation terms as it deems appropriate for University-sponsored events.

   D. Space must be reserved at least ten University business days in advance of the event.
      1. Events requiring University security or traffic management must be reserved twenty University business days prior to the event.

   E. Every effort must be made to provide all parties with enough lead time to properly prepare for each event.

   F. Groups shall be responsible for the individual and collective conduct of persons attending the event.

   G. Groups must have adequate provision to cover expenses and are responsible to pay all costs directly to service providers.

   H. There will be no outdoor space rental charges for registered student groups or University departments (with the exception of a rental charge for University departments for Coffman Front and Riverbend Plazas); however, they are responsible for all direct costs.

   I. Outdoor events must not interfere with other university events, classes, programs, meetings, etc. The University of Minnesota maintains the right, in the event of interference, to require that the program be altered in time, place or manner.

   J. Use of outdoor loudspeakers and outdoor sound is not allowed on campus except from noon - 1 pm on weekdays, 5-9 pm on Fridays, and noon-9 pm on Saturdays and Sundays, and only during that time with an approved outdoor space permit.
      1. In such instances, the sound level at 50 feet from the source shall not exceed 90 decibels.
      2. Sound measured off the property where the equipment is allowed under the permit shall never be more than fifteen (15) dB(A) above the ambient noise level.
      3. The University retains the right to control all volume levels if sound interferes with regular University business.

   K. After the event, groups are responsible for leaving the area clean and returned to its original condition. If the area is not returned to original condition, contracting group will be financially liable for clean-up costs.

   L. During winter months, groups are not permitted to decorate or deliberately discolor the snow. Groups must remove any discolored snow after their event. If the area is not returned to original condition the contracting group will be financially liable for clean-up costs.
M. All outdoor events shall be concluded by 10:00 p.m.
N. If the event includes food or beverage, a food permit may need to be completed and approved by Environmental Health, and Safety. To obtain a food permit contact the Department of Environmental, Health and Safety at 612-626-5935 or visit the following web-address: http://www.sua.umn.edu/reservations/documents/foodpermit.pdf.
O. Sale, distribution, or promotion of beverages must be in compliance with the University beverage contract, available from University Dining Services Contract Administration at 612/624.9048.
P. Groups must provide their own furnishings and equipment.
  Groups should contact Facilities Management Landcare at 612-625-7361 to secure additional trash and recycling receptacles if any literature is to be distributed and/or food and beverages will be served.
Q. If grassy areas are to be used, green or tan carpeting or plywood must be put down to protect the grass. Carpeting or plywood may not be down for longer than a total of 24 hours.
R. Chalking is allowed on horizontal surfaces only, excluding the steps. No chalking is allowed on vertical surfaces such as sides of buildings, bridges, steps, etc. University of Minnesota Chalking Policy is available from Student Unions & Activities at http://www.sao.umn.edu/groups/handbook/policies.php.
S. Groups must comply with all applicable University contracts and policies, state and federal laws.
T. The approved permit must be posted in a visible area at the event.
U. In general, University departments and registered student groups are not required to have a use agreement or insurance for outdoor space reservations. However, depending on the nature of the event, insurance and a use agreement may be required by the University.

2. Contact tables must adhere to the following guidelines:
A. Contact tables are defined as tables with information available for passersby.
B. All literature distribution must be in compliance with the University of Minnesota Financial Policy 3.10.3-Distributing Publications and Installing Banners at the University http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/distributing_pubs.cfm.
C. Location of tables and distribution of printed material must not obstruct normal traffic flow.
D. Reserved tables must display the name of the organization and be staffed at all times by members of the organization that has reserved space. Use of the table is limited to the organization that holds the reservation. Organizations are not allowed to sponsor other organizations or share the table.
E. The University will not enter into use agreements for the use of its property for events or programs by non-University entities whose primary purpose is for the sale, solicitation, or promotion of goods and services.
F. Groups may make reservations for up to twelve days per semester, with no more than three days per week. Individual reservations shall be within a Monday-Friday week.
  1. Groups may not extend their Contact Table time beyond these specified limits by having several groups make reservations for the same event on consecutive days.
G. Contact tables may be reserved 6 weeks prior to the 1st day of the upcoming semester, including the start of May and Summer semesters. Breaks/holidays are added to the end of the previous semester.
H. The set-up of the table includes a maximum of one six-foot table and two chairs. Groups must provide their own table and chairs.
I. Sound amplification is not permitted at outdoor contact tables.
J. Electrical power will not be provided to the contact table.

3. Events and programs with displays must adhere to the following guidelines:
A. Outdoor displays are allowed only in conjunction with an event or program.
B. Displays must be self-supporting.
C. For aesthetic and sightline reasons, displays may not be more than 8 feet high. Length of display is subject to approval based on event location and the construction of the display.
D. Displays must be assembled and disassembled each day.
E. Displays must be staffed at all times by the student group or University department sponsor.
F. There is a two day maximum on displays or events.
G. The same display cannot be sponsored by the same or different student groups or departments to extend the 2 day maximum.
H. The size and construction of display must be reviewed and approved by a University Building Code Official. A sketch drawing of the display indicating the size and construction materials must be submitted to the Building Code office a minimum of 20 University business days in advance of the event.

4. Events and programs with canopies and/or tents must adhere to the following guidelines:
   A. A canopy (the top of a tent without any sides) with an area in excess of 400 square feet must be approved by the University’s Building Code Division.
   B. A tent (or temporary membrane structure) with sides or the potential for sides to drop down with an area in excess of 200 square feet must be approved by the University’s Building Code Division.
   C. The floor surface inside the tents, canopies or membrane structures and the grounds outside and within a 30 feet perimeter shall be kept clear of combustible waste. Combustible waste includes hay, straw, shavings or similar combustible materials.
   D. Applications for canopies, tents and temporary membrane structures must be submitted to the Building Code office a minimum of 15 U or M business days in advance of the event.

5. Events and programs with overnight stays must adhere to the following guidelines:
   Registered student groups are eligible to apply for a permit for overnight stays for one to five consecutive nights (10:00PM-7:00AM) per month if the following conditions are met:
   A. Overnight stays may occur only in designated areas on campus as determined by the Vice Provost for Student Affairs.
   B. Overnight stays are restricted to members of the registered student group.
   C. Tents or canopies may not obstruct pedestrian, University vehicle or emergency vehicle access. If camping on grassy areas the sponsoring registered student group is responsible for paying the cost to re-seed or re-sod the area if damage occurs.
   D. All costs related to overnight stays must be paid by the sponsoring registered student group, including any additional health and safety requirements that may occur as a result of the overnight stay as deemed necessary by the University of Minnesota.
   E. All sanitation needs are met including securing portable toilets.
      1. Code policy requires 1 portable toilet for 65 participants and one portable hand sink per 200 participants.
      2. Plan for trash collection, removal, recycling and other sanitation needs are provided and approved by Facilities Management.
      3. Once approved, an additional plan is needed for drop off, placement requirements and removal.
   F. Staging, tents, awnings or other structures are approved by Building Code Officials if tents are in excess of 200 square feet, and canopies in excess of 400 square feet. (http://www.buildingcodedivision.umn.edu/)
   G. Drinking water must be provided free of charge by the registered student group making the reservation.
   H. Police and security needs are reviewed and approved by the University of Minnesota Police Department.
   I. Parking and traffic management needs are reviewed and approved by Parking and Transportation Services.
J. There are no sales or distribution of food to participants or general public without an approved food permit.

K. There is no heating or cooking equipment inside, or within 20’ of the structure unless approved by Building Code.

L. No vendors are allowed.

M. Electrical or generator needs must be planned and approved in advance.

N. Use of sound systems comply with amplified sound policy, see section 1-K.

O. The individual members of the registered student group requesting the overnight permit will be held responsible for seeing that participants’ behavior and activities violate neither local, state, or federal law nor the University’s Student Conduct Code.

6. Designated University Dates

A. The University may, at its discretion, reserve University outdoor spaces exclusively for students. These dates will be set aside for designated users or activities. Other permits for use of outdoor space may not be issued on these dates in the areas reserved by the University. These dates will be designated annually in accordance with the Academic Calendar and include: Finals Week, Commencement, Summer Orientation, Welcome Week, and home football games. General information can be found at outdoor.umn.edu or the following links:

- Finals Week: See http://onestop.umn.edu/calendars/index.html
- Commencement: See https://events.umn.edu/commencement/index.htm
- Summer Orientation: See http://www.ofyp.umn.edu/

B. Home Football Game Days: Requests for outdoor space on football home game days will follow the same permit process but requests for all spaces, including those connected with Housing & Residential Life, Recreational Sports, Parking and Transportation Services, and Intercollegiate Athletics, will be subject to review and approval by the Game Day Operations Committee.

C. Finals Week, Commencement, Welcome Week, Homecoming and Spring Jam: Reservations will generally not be permitted on Coffman Front Plaza, Coffman Riverbend Plaza or Northrop Plaza.

D. Summer Orientation: Reservations must be reviewed and approved by Student Unions & Activities and the Office for Student Affairs.

E. University Holidays: No outdoor reservations allowed which require any University services.

7. Violations

A. Any violation of the Outdoor Space Rules and Procedures may result in the immediate suspension of the event and may prevent the organization from conducting similar activities in the future. In addition, intentional violation of these policies and procedures by students or student groups may also invoke additional sanctions as outlined in the Student Conduct Code.
Outdoor Space Procedures – Twin Cities Campus

How to reserve a space for your event:

B. Registered Student Groups

1. The application is submitted to Student Unions & Activities for review (i.e. entering the outdoor space request into the reservation system and ensuring that all portions of the application are present).

2. Once the application has been reviewed, the request is processed by e-mailing the application to the appropriate University of Minnesota departments. **NOTE: This portion of the application process generally takes approximately two weeks to complete. Please submit your application accordingly.**

3. After processing, a copy of the reservation is attached to the application and a permit is issued by Student Unions & Activities.

4. Copies of the approved permit are given to the following: 1) Applicant, 2) Student Unions & Activities.

C. University Departments

1. The application is submitted to Student Unions & Activities for entering the outdoor space request into the reservation system.

2. After processing, a copy of the reservation is attached to the application and sent to the Office of Facilities Management Land Care. Facilities Management Land Care sends the application to the appropriate University of Minnesota departments.

3. Upon approval, the Office of Facilities Management Land Care will issue a permit and send copies to the following: 1) Applicant, 2) Student Unions & Activities.

D. Non-University Groups

1. Non-University groups may make outdoor reservations for the Coffman Front Plaza or the Riverbend Plaza only if in conjunction with an indoor reservation/event at Coffman.

2. Requests by non-University groups for other outdoor spaces will be referred to the University's Real Estate Office.

3. A use agreement, issued by the Real Estate Office and insurance is required for non-University groups making outdoor reservations.

4. Non-University groups will pay a $600 non-refundable rental charge to the Real Estate Office, plus all direct costs to the appropriate service provider. The rental charge does not include insurance fees (insurance prices vary).

5. Upon approval, the Real Estate Office will issue a permit and send copies to the following: 1) Applicant, 2) Student Unions & Activities.
Outdoor Space Application

NOTE: This application must be submitted a minimum of ten business days in advance of event, twenty business days if security or traffic management may be required or the event involves an outdoor display. Large outdoor events, including concerts, will require additional planning time. For large events, the application should be submitted a minimum of six weeks and preferably up to twelve weeks in advance of the event date. Applications should be submitted to Student Unions & Activities, 309 Coffman Memorial Union (Email: odspace@umn.edu; Fax: 612/624.8643).

Name of Group/Department: ____________________________  Today’s Date: ______

☐ Registered Student Group Number: __________________

☐ University Department or Program  EFS Number: ____________________________

☐ Non-University organization

Contact Information (must list two contacts that will be present at and can be reached during the event):

Name:__________________________________________  Phone: ________________

Name:__________________________________________  Phone: ________________

Title (or position in group):____________________________________________________

Address: ________________________________  Campus Delivery Code: __________

City______________________________  State _____  Zip Code: ______

Phone Number Day: _________________  Evening: _________________________

E-mail address: ________________________________  Fax: _______________________

Title of Event: ______________________________________________________________

Date of Event: ____________________________  Time of Event: ________ to ________

Expected Attendance:___________  Participant Description (Students, Staff, etc.) ________________
Requested Event Location:

- Carlson School Courtyard  
- Civil Engineering Courtyard  
- Coffman Front Plaza  
- Coffman Riverbend Plaza  
- Gateway Plaza  
- Lind Hall Courtyard  
- Northrop Plaza  
- St. Paul Mall  
- Washington Avenue Bridge (East/West/All)  
- Other (*special approval required)

Requested Outdoor Contact Table Location

(For indoor contact tables, see: [http://www.sua.umn.edu/reservations](http://www.sua.umn.edu/reservations))

*Coffman can provide one table and two chairs to contact table reservations taking place at these locations. At all other locations, groups are responsible for providing their own furniture.

- Coffman Front Plaza*  
- Coffman Riverbend Plaza*  
- Church Street  
- Northrop Plaza  
- Washington Avenue Bridge (East/West)  
- Other (*special approval required)

Special notes – will the Event Include and/or require:

- Sales/Fundraising (*special permit required*)
- Sound/Amplification (please review campus sound policy – section 1-K)
- Special set-up (*groups must provide and pay for their own furniture/equipment*)
- Other (Please Specify)

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Real Estate Office  
Revision: 3/1/12
Please check if your event will require any of these services: We (the University) do not provide these services. Groups must provide or rent their own furniture/equipment, including generators, and pay for all services directly to service provider.

- Electricity or Generator
- Food (special permit required)
- Lighting
- Parking or Traffic Management*
- Police*
- Restrooms
- Stage
- Tents or Awnings
- Trash and Recycling Receptacles
- Vehicles and/or Trailers*

* If you request police officers or if police presence is mandated by University representatives, University of Minnesota Police Officers must be hired. Please go to [http://www1.umn.edu/police/events1.html](http://www1.umn.edu/police/events1.html) to request police officers, with a minimum of 21 days’ notice.

If your tent/canopy is larger than specified, ([http://outdoor.umn.edu/rules.php#tents_and_canopies](http://outdoor.umn.edu/rules.php#tents_and_canopies)) a permit must be obtained from the Building & Fire Code Office ([http://www.buildingcodedivision.umn.edu/permit/index.htm](http://www.buildingcodedivision.umn.edu/permit/index.htm)).

*Please be aware that no vehicles may drive on any turf or grass on campus. Drivers must make alternate arrangements for pick-up and drop-off of event materials. Any damage to the grass or turf will be the responsibility of the group’s.

Diagram

Using the outlines available at [www.outdoor.umn.edu](http://www.outdoor.umn.edu), please draw a diagram of the layout of the event, including locations of stage, lighting, trash can, audience, sound board/amplifiers, etc. If there is no standard diagram for the requested space, please utilize the Campus Maps system at [http://campusmaps.umn.edu/tc](http://campusmaps.umn.edu/tc) as a basis for your diagram.

**NOTE: A diagram must be included in the submitted application in order for the application to be reviewed and a permit to be approved.**
Event Description

Please be as specific as possible detailing each component of your event. For example, if you are using a structure or tent, indicate how large it is. If you are planning on playing lawn games, indicate what games they are, etc.

**Agenda:** Please include set-up and clean-up time. If your event has specific timing to the components, like performances or speeches, please indicate the times when each of these activities will be taking place.

**Event Description:** Please be as detailed as possible when describing your event and the components that make up the event. You may attach a separate page if necessary.
I have read and agree to abide by the Outdoor Space Policies and Procedures. I also understand that my Group/Department will be responsible for any costs related to this event, including the cost of repairing any damage to the site, resulting from our event. I further understand that any violation of the Outdoor Space Policies and Procedures may result in the immediate suspension of the event and may prevent my organization from conducting similar activities in the future.

**Applicant Signature _________________________ Date ________________________________**

Space is reserved by Student Unions & Activities, however the event is not approved until the appropriate University departments review it and a final permit has been issued. This permit must be on display or available upon request at the event. Failure to gain approval by the applicant may cause the event to be suspended.

In order for your application to be reviewed, you must attach the following:

☐ Review sheet (next page)

☐ Applicable Permits (Food, Fundraising, etc.) Please use the permits found at

http://sua.umn.edu/reservations/policies.php

☐ Diagram of the space as it will be set up for your event. Please use the diagrams available at


A complete application must be received ten business days in advance of event date, twenty business days if security or traffic management is required or the event involves an outdoor display. For large events, including concerts, the application must be submitted a minimum of six weeks and preferably up to twelve weeks in advance of the event date. Once your application has been reviewed and approved, you will receive an Outdoor Space Permit. **You must display the Outdoor Space Permit at your event.**
Outdoor Space Review Page – Twin Cities Campus

(Internal Use Only)

Action by Student Unions & Activities

☐ Space tentatively reserved with confirmation number: ________________

☐ Event Coordinator or designee

Signature of Reviewer/Processor ____________________________ Date __________

☐ Insurance required _____ Yes _____ No

☐ Use Agreement Required _____ Yes _____ No

Notification sent to:

☐ Facilities Management Land Care Contact: Jason Grode 612-624-6192

☐ University Police Contact: Sgt. Katie Kitzerow 612-624-3550

☐ Environmental Health/Safety Contact: Mark Rossi 612-625-6152

☐ Parking and Transportation Services Contact: Victoria Nelson 612-626.7275

☐ University Building Code Division Contact: Chris Wilbur 612-626.9458

☐ University Relations Contact: Peg Wolff 612-624-6504

☐ Other Contact: ______________________________________________________

☐ Other Contact: ______________________________________________________

Notes on Review Process:
FAQ:
Whose Event is it Anyway?
WHOSE EVENT IS IT, ANYWAY?
GUIDELINES FOR DETERMINING WHICH PARTY IS CONDUCTING AN EVENT OR CONFERENCE

These guidelines will provide direction to University departments for conducting events or conferences at a University facility or at facility owned/operated by a third party.

I. Events/Conferences Held at the University.

A. University Event. If the University department has responsibility for setting all pertinent details related to the planning and conduct of the event, such as determining the dates and hours of the event, selling tickets, approving advertising, and handling press releases, then the event is a “University” event. If the event will be held in a University facility that is not assigned to or operated by the department, the department will sign a reservation form or other “internal” agreement for use of the University facility for the event. No review by the Real Estate Office (REO) or the Office of the General Counsel (OGC) is required for these “internal” agreements.

B. Non-University Event. If a non-University party has responsibility for setting all pertinent details related to the planning and conduct of the event, it is a “non-University” event and the non-University party will sign a standard License Agreement for use of a University facility for its event. REO review and approval is required only if the value of the License Agreement exceeds $10,000; OGC review and approval is required only if Licensee requests changes to the standard agreement.

C. Co-Sponsored Event. If a University department is co-sponsoring an event on campus with a non-University party, in compliance with the Regents policy regarding co-sponsorship contracts, a Co-Sponsorship Agreement will need to be completed between the University department and the non-University party, as well as the reservation form or “internal” agreement for use of the University facility (if not operated by the department) for the co-sponsored event. The Co-Sponsorship Agreement is available upon verification of compliance with applicable University policies.

II. Events/Conferences Held at a Non-University Facility.

A. University Event. If an event is a “University” event as defined in Section I.A. above, the authorized person for that department, pursuant to the Regents’ Delegation of Authority, is permitted to sign hotel contracts or other use agreements for use of non-University space for the event or conference. The department head or department accounting person first gives funding approval for the event. If funding is provided by a grant, Sponsored Project Administration (SPA) approval must also be obtained. Once funding approval has been given,
REO and/or OGC review of the agreements/contracts must also be obtained prior to signing. [See attached Procedures for Contract Review.]

B. Non-University Event. If the event is a non-University event, as defined in Section I.B. above, the non-University party will sign all contracts related to the event or conference.

Sometimes a University employee or department, acting in its capacity as a member or officer of an association or educational organization, will “arrange” for the event, either at the University or at a non-University facility. Frequently, educational associations will ask its members or officers to takes turns having the annual meeting or conference at their institution. The “host” institution handles much of the planning and the leg work for the meeting or conference (arranges for hotel rooms, conference rooms, catering, tours of local points of interest, etc.). However, since the national association is ultimately responsible for its annual meeting or conference, the national association is responsible for entering into all contracts and assuming liability for the meeting or conference. In some cases, a University faculty member will have authority as an officer of the association to sign the contracts on behalf of that organization. Sometimes, although rarely, the University may be responsible for signing conference contracts if the University department is taking over all responsibility for conducting the conference for the association.

Please contact the Real Estate Office (5-5345) or the Office of the General Counsel (4-4100) with questions.

BAC:jes

Policy 3.14.1 - Using and Leasing University Real Estate
http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/Using_U_Real_Estate.cfm

Policy 3.14.2 – Using and Leasing Non-University Real Estate
http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/Using_NonU_Real_Estate.cfm

Policy 3.14.1.4 – Co-Sponsor Contracts Policy
http://www.fpd.finop.umn.edu/groups/ppd/documents/procedure/Cosponsor_Contracts.cfm
FAQ:
Multi-Facility Use Agreements - Conference and Event Services (CES)
Agreements for the use of rooms in one or more Residence Halls on the Twin Cities Campus together with additional University facilities and services for an event by a non-University entity, such as Adult and Youth Conferences and Sports Camps, are managed by Conference and Event Services. See the process for a multi-facility use agreement at [http://www.uces.umn.edu/](http://www.uces.umn.edu/).

For all other multi-facility use agreements (i.e. conferences involving multiple facilities and/or services at the Duluth, Morris, Crookston or Rochester Campus), contact the Real Estate Office.
FAQ:
University Relations – Media Consideration for Real Estate Agreements
University Relations – Media Consideration for Real Estate Agreements

University Relations is the central communications office of the University of Minnesota. Comprising of five units and maintaining strong connections with the University of Minnesota Foundation and Alumni Association, University Relations works to develop relationships with people both internal and external to the University through timely and accurate communications.

Agreements Involving Media, Photography or Filming

University Relations and their goals are important to consider when working with a Non-University Group using University Real Estate. If the use of Real Estate involves media presence, photography or filming, it is required that the organizer or department contact the Marketing Communications unit at University Relations for further planning to ensure the University is not misrepresented to or by the media and communications market. University Relations will be the principal point of contact for media requests and will schedule all media events involving the use University facilities.

For Further Information please refer to [http://www1.umn.edu/urelate/index.html](http://www1.umn.edu/urelate/index.html)
FAQ:
Campus Life Programs and Registered Student Organizations
Requirements for use of Real Estate for Campus Life Programs and Register Student Organizations differ, whereby the University's responsibilities are different for each group. The primary differences as it relates to Real Estate Agreements are taxability, insurance requirements and payment processes to vendors. Below are the classifications for each group and a chart outlining the differences can be found on the following page.

Up-to-date information on CLP’s and RSO’s can be found at: http://sua.umn.edu/groups/handbook/clp_vs_rso.php

Classifications

1. **University Campus Life Program (CLP)**

   **Definition:** A University of Minnesota program similar to a Registered Student Organization in purpose and composition whose activities, operations, and decision making processes are directly governed by University academic or administrative departments, and for which the University is ultimately responsible.

2. **Registered Student Organization (RSO)**

   **Definition:** A voluntary association comprised primarily of students that has no direct relationship to the University; but upon completion of the established registration process is entitled to certain privileges including operating, meeting, advertising, and participating in activities on the University of Minnesota - Twin Cities campus, as well as eligibility to receive services from Student Unions & Activities.
## Differences between Campus Life Programs and Registered Student Organizations

<table>
<thead>
<tr>
<th></th>
<th>University Campus Life Programs</th>
<th>Registered Student Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tax and Legal Compliance</strong></td>
<td>Reporting handled through University department.</td>
<td>Organization is taxable unless it has formally applied to the IRS for tax-exempt status.</td>
</tr>
<tr>
<td></td>
<td>All University exemptions and tax benefits available to the campus life student group (such as non profit and tax exempt status).</td>
<td>Must register with state and file annual returns independently from the University if group has more than $25,000 income.</td>
</tr>
<tr>
<td></td>
<td>If currently incorporated, need to dissolve entity and re-file final returns.</td>
<td>Must handle compliance matters independently from University.</td>
</tr>
<tr>
<td><strong>Liability Insurance</strong></td>
<td>Covered by University.</td>
<td>If desired, need to purchase general liability insurance and possibly other forms of insurance, such as workers compensation insurance.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Requires formal use agreement with University Real Estate for most use of University space. The formal use agreement not required for Student Union spaces.</td>
</tr>
<tr>
<td><strong>Employees</strong></td>
<td>Employees are University Employees.</td>
<td>Purchase or contract payroll services from an external vendor; entity responsible for timely and accurate payroll reporting to IRS.</td>
</tr>
<tr>
<td></td>
<td>Utilize University payroll system and reporting infrastructure, no independent withholding and reporting responsibilities.</td>
<td>No student FICA exemption; independent benefits programs; may purchase University Services.</td>
</tr>
<tr>
<td></td>
<td>Student FICA exemption eligibility, employment benefit programs available.</td>
<td></td>
</tr>
<tr>
<td><strong>Payment to Vendors</strong></td>
<td>Can use University disbursement function to create payments to vendors; small vendors paid within 3 days.</td>
<td>Organization would pay vendor from independent bank account; retain own check register.</td>
</tr>
<tr>
<td></td>
<td>University purchasing card may be available to facilitate purchasing process.</td>
<td>Organization subject to sales tax on purchases.</td>
</tr>
<tr>
<td></td>
<td>Exemption from sales tax on University purchases.</td>
<td></td>
</tr>
<tr>
<td><strong>General Financial Management</strong></td>
<td>Student group must have all financial transactions recorded in University's financial system; no external checking account allowed.</td>
<td>Separate general ledger for organization required.</td>
</tr>
<tr>
<td></td>
<td>No independent financial statement compilation and/or independent audit requirements.</td>
<td>Independent financial statement and, possibly independent audit requirements.</td>
</tr>
<tr>
<td></td>
<td>Department assumes liability for all student group activities and finances (debts).</td>
<td>Not allowed to utilize University’s financial system.</td>
</tr>
<tr>
<td><strong>International Travel</strong></td>
<td>Governed by the University's policy on Education Abroad Opportunities [External Link]: Addressing Health and Safety Risks. Required to purchase University mandated international travel health insurance for all international activities and receive approval from the International Travel Risk Assessment and Advisory Committee [External Link] if planning to visit a country on the U.S Department of State Travel Warning list.</td>
<td>International travel by an RSO is not be defined as University travel; RSO travel is not governed by the University's policy on Education Abroad Opportunities: Addressing Health and Safety Risks [External Link]. Coverage by the University insurance plan is optional.</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>Must be affiliated with a University department and have a faculty or staff advisor that has an on-going relationship with the group.</td>
<td>No advisor required, but encouraged.</td>
</tr>
<tr>
<td></td>
<td>Allowed to represent themselves as conducting official University business.</td>
<td>Not allowed to represent themselves as conducting official University business or as a unit or agents of the University.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not allowed to use University letterhead, stationary, or the University wordmark (in print, clothing, email, websites, or as part of their name).</td>
</tr>
</tbody>
</table>
FAQ:
Use Agreement Basics
Use Agreement Basics

Unless the leasing or use arrangement is so unique that a standard contract will not work, standard contracts are always preferred for use of University facilities. The process will be quicker if the University’s standard form is used. All approved standard use agreements can be found in the Standard Contracts Library:  
http://www.ogc1.umn.edu/stellent/groups/public/documents/webasset/contractlibraryhome.hcst

From the above link, click on “Real Estate” in the left hand column to access the complete list of approved real estate contracts. Many facilities have specific Facility Use Agreements for particular venues; however, the general agreement whereby the University is Landlord is contract number OGC-SC626.
FAQ’s:

- **How can I determine who has signature authority in my department?** Use our Delegation of Authority walk-through ([http://www.realestate.umn.edu/Lease/DelegationSearch.htm](http://www.realestate.umn.edu/Lease/DelegationSearch.htm)) for the Delegation of Authority Webpage ([http://www ogc1.umn.edu/stellent/groups/public/documents/delegationform/delegation_search_form.html](http://www ogc1.umn.edu/stellent/groups/public/documents/delegationform/delegation_search_form.html)).
- **When is Board of Regents Approval required?** All real estate lease transactions with a net present value of the gross rent obligation for the initial term of the lease exceeding $1,250,000.00 require approval by the Board of Regents (BOR).
- **Is an agreement required if no rent is required?** Yes.
- **Why does the Real Estate Office need accounting information if they are not processing the payment for a particular event?** The Real Estate Office enters all leasing contracts into the University of Minnesota Lease Inventory tracking rental payments by fund. Reports are sent annually to Accounting Services, Capital Oversight Group (COG), and other University departments and to the legislature when requested.
FAQ:
Certificate of Insurance (COI) Requirements
Each University Department is responsible for obtaining from the Non-University entity evidence of the insurance required by the use or lease agreement in place. There are three approved forms of insurance, the below sample language is taken from the Facility Use Agreement, OGC-SC626, Section 9:

9. Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1 Check either (A) (B) or (C) below as applicable:

(A) Licensee’s policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence; or qualified self-insurance subject to approval by University.

(B) Proof that Licensee has purchased event liability insurance with a minimum limit of $1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: https://ulip.sigmus.com (a pass code will be provided if this option is selected).

(C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers’ Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.
Certificate of Liability Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

<table>
<thead>
<tr>
<th>CONTACT NAME:</th>
<th>PHONE (A/C No./Ext.):</th>
<th>FAX (A/C No./Ext.):</th>
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<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>INSURER A:</td>
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<td>INSURER B:</td>
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<td>INSURER C:</td>
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<td>INSURER D:</td>
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<td>INSURER E:</td>
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<td>INSURER F:</td>
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**COVERAGE**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by prior claims.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
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<td></td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td></td>
<td>CLAIMS-MADE</td>
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<td>OWNERS &amp; CONTRACTORS</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER</td>
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<td>ALL OWNED</td>
<td>SCHEDULED</td>
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<td>NON-OWNED</td>
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<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>DED</td>
<td>RETENTION $</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
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<td>ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HR)</td>
<td>N/A</td>
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<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
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</tbody>
</table>

**POLICY NUMBER:** 9/1/2011 9/1/2012

- EACH OCCURRENCE: $2,000,000
- DAMAGE TO RENTED PREMISES (EX EAC OCCURRENCE): $300,000
- MED EXP (ANY ONE PERSON): $5,000
- PERSONAL & ADV INJURY: $2,000,000
- GENERAL AGGREGATE: N/A
- PRODUCTS - COMPL P&O: $2,000,000
- Part Lg Liab: $2,000,000
- COMBINED SINGLE LIMIT (EX ACCIDENT): $
- BODILY INJURY (PER PERSON): $ |
- BODILY INJURY (PER ACCIDENT): $ |
- PROPERTY DAMAGE (PER ACCIDENT): $ |
- EACH OCCURRENCE: $ |
- AGGREGATE: $ |
- $ |
- $ |
- $ |
- E.L. EACH ACCIDENT: $ |
- E.L. DISEASE - EA EMPLOYEE: $ |
- E.L. DISEASE - POLICY LIMIT: $ |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as an additional insured as respects to the liability arising out of the operations of the named insured.

**CERTIFICATE HOLDER**

Regents of the University of Minnesota

% Insert appropriate contact information and address for representative of the Regents of the University of Minnesota.

Regents of the University of Minnesota must always be the certificate holder named as additional insured.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FAQ:
Sample Agreements – Use and Lease of University Real Estate by Non-University Entities

- Instructions for completing Standard Facility Use Agreement for Use of University Real Estate, OGC-SC626
- Standard Facility Use Agreement, OGC-SC626
- Standard Exhibitor Agreement, OGC-SC677
UNIVERSITY OF MINNESOTA
INSTRUCTIONS FOR COMPLETION OF STANDARD FACILITY USE AGREEMENTS

Following are the instructions on what information to enter in the word-fillable fields (when your cursor is in the word-fillable field, these instructions can also be found on the status bar located at the bottom of your computer screen).

PLEASE NOTE: If you do not have the information at hand to fill in the word-fillable field, you will need to insert an underline (____) so that you will have space to enter the information after you print out the Agreement.

A. License Number (located in upper right hand corner of first page).
   - The Real Estate Office will enter the license number after the Agreement is signed.

B. First Paragraph.
   - Enter the date the Agreement is effective (the date by which Licensee must have signed the Agreement).
   - Enter the name of the organization (“Licensee”) that wants to use the University space.
   - Enter the legal status of the Licensee (ex.: Minnesota corporation, Minnesota limited liability company, Minnesota nonprofit corporation).
   - Enter the name of the college or department through which this Agreement is entered (ex. College of Pharmacy or Audit Department).

C. Paragraph 1, Grant of License.
   - Enter the name of the University facility and rooms to be used.
   - Enter a description of how the room(s) will be used; be as specific as possible.
   - Write out the expected number of attendees (ex. three hundred)
   - Enter the numerical rendering of the expected number of attendees (ex. 300).

D. Paragraph 2, Term.
   - Enter the dates and times that Licensee will be using the Facility, which should include set-up and take-down.

E. Paragraph 9, Insurance.

   Subparagraph 9.1 (one of the boxes must be selected).

   - Item A - Select this box if Licensee will be submitting evidence of its own policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence (including personal injury).
• Item B - Select this box if Licensee is purchasing TULIP insurance.

• Item C - Select this box if Licensee is a state or other governmental agency and intends to provide a letter verifying such self-insurance and including the coverage limits for such insurance on departmental letterhead.

F. Paragraph 12, Notices.

If to University:
• Enter the name of University employee to receive notices.

If to the Licensee:
• Enter the name of Licensee.
• Enter the contact name of Licensee.
• Enter the street address.
• Enter the city, state and zip code.
• Enter the contact's fax number with area code (ex. 202.402.0000).
• Enter the contact's email address.

G. Paragraph 16.1
• Enter the name of Licensee.
• Enter the name of Licensee.

H. Paragraph 22, Exhibits.
• Enter additional exhibits (ex. Exhibit B, Exhibit C, etc.).

I. Signature Block.
• Enter the name of Licensee.
• Enter the name of the University employee who has authority to sign the Agreement (see www.ogc1.umn.edu/delegations/library to find person with signature authority).
• Enter the name of Licensee’s employee who will be signing the Agreement.
• Enter the title of the University employee delegated the authority to sign the Agreement
• Enter the title of Licensee’s employee who will be signing the Agreement.

J. Exhibit A.
• Enter into the fillable field a provision on Fees, as well as any other rules and regulations specific to the Facility.
UNIVERSITY OF MINNESOTA
FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is entered into effective as of [Date], by and between the Regents of the University of Minnesota (“University”), a Minnesota constitutional corporation, and [Name] (“Licensee”), a [Type]. This Agreement is entered into by University through its [Name].

1. Grant of License. University grants to Licensee a license to use [Facility] (the “Facility”) solely for the following purpose(s):

   (the “Event”).

The estimated number of people expected to attend the Event is [Number]. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee’s use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules and all federal, state and local laws, ordinances, rules and regulations.

2. Term. Licensee is permitted to use the Facility only during the following dates and times:

3. Fee. In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the “Fee”) before Licensee can use the Facility. The Fee is non-refundable, unless otherwise provided in this Agreement.

4. Utilities and Services. University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the building of which the Facility is a part. Licensee shall reimburse University for all additional maintenance and services provided at Licensee’s request.

5. Concessions/Novelties; Food; Beverage.

   5.1 Licensee shall not sell any concessions or novelties in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.
5.2  Food may be served in the Facility only with the permission of University, and, if required by University, a permit from University’s Department of Environmental Health and Safety.

5.3  Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University’s written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4  Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University’s sole discretion.

6.  Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7.  Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8.  Indemnification. To the extent permitted by law, Licensee releases and agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney’s and other professional fees) arising from or in connection with Licensee’s use of the Facility and other University property; the negligent or wrongful acts of Licensee’s employees, agents, vendors, contractors, or invitees; or Licensee’s failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9.  Insurance. At least thirty (30) days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than thirty (30) days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1.  Check either (A) (B) or (C) below as applicable:

☐  (A) Licensee’s policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence; or qualified self-insurance subject to approval by University.

☐  (B) Proof that Licensee has purchased event liability insurance with a minimum limit of $1,000,000 per occurrence. Licensee may purchase such
insurance from the insurer of its choice, or at the following website address: https://tulip.ajgrms.com (a pass code will be provided if this option is selected).

(C) State and other governmental agencies that are self–insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers’ Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name the Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. **Assignment.** Licensee shall not assign its rights under this Agreement without University’s prior written consent, which consent University may grant or withhold in its sole discretion.

11. **Surrender.** Licensee shall surrender possession of the Facility to University at the conclusion of the Event in the same good condition as on the date of possession by Licensee. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with Licensee’s use of the Facility, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. **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 University: University of Minnesota
c/o Real Estate Office
Attn.:
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 University of Minnesota
default notices to: 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 Licensee:
Attn:
Facsimile No.: 
E-mail:

13. **License Only; Remedies.** Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University’s damages, costs and fees, including attorneys’ fees, caused by Licensee’s failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. **Limitation of University Liability.** IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY’S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. **Force Majeure.** No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. **Use of University Name or Logo.** Licensee 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 without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:
“The University of Minnesota is not endorsing or sponsoring the activities conducted by ______ on the University of Minnesota campus. The relationship between the University of Minnesota and ______ is solely that of licensor and licensee.”

16.2 Licensee’s failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee’s access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, Limitations on exclusive rights: Fair use; or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee’s presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. 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.

20. 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.

21. Entire Agreement. This Agreement (including all exhibits, if any) 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.

22. Exhibits. The terms and conditions of Exhibit(s) A and ______ attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 22 of this Agreement conflict with any of the terms and conditions of the attached Exhibit(s), the terms and conditions of the Exhibit(s) shall control. All capitalized terms in any Exhibit(s) that are not specifically defined in such Exhibit(s) shall have the meanings given them in this Agreement.
IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

By: ___________________________                By: ___________________________
Name:
Title:
Date: __________________________


EXHIBIT A

University and Licensee further agree as follows:
THIS EXHIBITOR AGREEMENT ("Agreement") is entered into on , between Regents of the University of Minnesota, a Minnesota constitutional corporation ("University") and , a ("Exhibitor") for the purpose of allowing Exhibitor to display and/or distribute information or exhibit products and/or services at the Event. This Agreement is entered into by University through its , Attn: , and .

1. Exhibitor Information.
   Name:
   Address:
   Telephone Number:

2. Space and Term. University will provide a space measuring ( ) feet by ( ) feet in Room (the "Space") in the (the "Building") during the following dates and times: (the "Term") for Exhibitor’s use. University will assign exhibit space to exhibitors, including those offering competing products and services, in its sole discretion.

2.1 Exhibitor is permitted to display, promote or sell only the following information, products or services: at the Event and only in Exhibitor’s assigned Space. The Space will be set up with (check all that apply): □ drapes, □ tables, □ ( ) chairs and a sign displaying Exhibitor’s name provided by University at Exhibitor’s expense. If modifications to the Space are required, the work shall be done by University at Exhibitor’s expense. University will try to meet Exhibitor’s requested Space needs, but does not guarantee them. If additional equipment, drayage and/or storage are required, Exhibitor will make arrangements directly with . Exhibitor will arrange its exhibit within the Space so as not to obstruct the general view nor hide other exhibits. No homemade signs will be permitted. Exhibitor is responsible for maintaining, cleaning and securing the Space at all times during the Term. University has no obligation to safeguard any of Exhibitor’s property or equipment, and Exhibitor assumes all risk of damage or loss. Use of sound amplifiers or audio loudspeaker systems is not permitted without University’s prior written approval. Exhibitor will comply with University’s move-in and move-out procedures. This Agreement is not assignable.

3. Fees. Exhibitor will pay and /100 dollars ($ ) (the “Fee”) to University for use of the Space. If Exhibitor is also a Sponsor, the Fee is waived. Exhibitor will pay a nonrefundable deposit in the amount of and /100 dollars ($ ) at the time this Agreement is submitted, which will be applied to the Fee. The balance of the Fee or the Sponsorship Fee must be paid to University by . Failure to pay the Fee or the Sponsorship Fee by the due date will result in cancellation of this Agreement and all right to use the Space. If
9. **Consent to Recordings.** University shall have the exclusive right and license to video tape, audio tape, film, photograph or record in any medium the Event (altogether, the “Recordings”). Exhibitor, on behalf of itself and its employees, representatives and agents, grants to University the exclusive right and license to include depictions of Exhibitor’s Space and materials in the Recordings, and to use, reproduce, modify, distribute and publicly exhibit the Recordings, in whole or in part, for any purpose without restriction, and consents to use of Exhibitor’s name, likeness, word mark, logo and biographical information about Exhibitor in connection with the Recordings.

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

11. ** Entire Agreement.** This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms.

12. **Return of Deposit.** If all exhibitor spaces have been assigned or if University rejects this Agreement for any reason, University will return any deposit paid by Exhibitor.

**IN WITNESS WHEREOF,** University and Exhibitor have executed this Agreement as of the date set forth above.

---

**Regents of the University of Minnesota**

By: _____________________________
Name: __________________________
Title: __________________________
Date: __________________________

**Exhibitor**

By: _____________________________
Name: __________________________
Title: __________________________
Date: __________________________
FAQ:
Sample Agreements – Use and Lease of Non-University Real Estate

- Standard Facility Use Agreement, OGC-SC625
- Standard Hotel Agreement, OGC-SC677
UNIVERSITY OF MINNESOTA

USE AGREEMENT

THIS USE AGREEMENT (the “Agreement”) is entered into effective as of     by and between the Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, and     (the “Landlord”), a     . This Agreement is entered into by the University through its     .

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     , and State of Minnesota, described as follows:

   (the “Premises”).

2. Use. University will use and occupy the Premises, just as they are, during the hours of to     on the following date(s):     , for the following purpose(s):

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     .

4. Rent. University agrees to pay to the Landlord as gross rent for the Premises the sum of     and no/100 dollars ($     ), 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:
Attn:
Facsimile No.:
E-mail:

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.
University cancels the Event, Exhibitor’s exclusive remedy will be a refund of the deposit or the Fee paid.

4. Compliance with Applicable Laws and Regulations. Exhibitor will comply with all applicable University policies and federal, state and local statutes, laws, ordinances and regulations governing Exhibitor’s use of the Space during the Event, including all rules and regulations of local fire and police departments having jurisdiction over the Building, the applicable provisions of University’s exclusive contract with a beverage provider, and state and local laws regarding the collection and payment of sales tax. If Exhibitor sells any product or service, or promises to sell a product or service at the Event, Exhibitor will submit, along with this Agreement, a completed Minnesota Revenue Operator Certificate of Compliance ST19 form or a Statement of Qualification Exemption Form, both of which are available from University. No Space will be assigned to an Exhibitor conducting sales without a completed Minnesota Revenue Operator Certificate of Compliance ST19 form or the Statement of Qualification Exemption form. Failure to comply with the terms of this Section 4 will result in cancellation of this Agreement and forfeiture of all Fees paid.

5. Liability. Exhibitor will provide a Certificate of Insurance evidencing that it maintains general commercial liability insurance covering bodily and personal injury, property damage, product and advertising liability, and contractual liability with a minimum limit of $1,000,000 per occurrence, and naming Regents of the University of Minnesota as an additional insured. In addition, Exhibitor will obtain and keep in force during the Term automobile liability insurance in an amount not less than $1,000,000 combined single limit. Exhibitor agrees to indemnify, defend and hold harmless University from and against any claims, losses, damages or expenses arising out of Exhibitor’s participation in the Event and use of the Space. Exhibitor acknowledges that University does not maintain insurance covering Exhibitor’s property and it is the sole responsibility of Exhibitor to obtain such insurance. In no event will University be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Agreement.

6. Damage. Exhibitor will be responsible for the cost of repairing damage to the Space or the Building caused by Exhibitor, including labor charges to remove stains or adhesives from the walls or floors.

7. Force Majeure. No party to this Agreement will be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

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

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

    **Regents of the University of Minnesota**

    By: ____________________________   By: ____________________________
    Name: __________________________
    Title: __________________________
    Date: __________________________
    Name: __________________________
    Title: __________________________
    Date: __________________________
GROUP SALES AGREEMENT

The following represents an agreement between (the “Hotel”) and Regents of the University of Minnesota (the “University”), a Minnesota constitutional corporation, through its , and the specific conditions and services to be provided.

DESCRIPTION OF GROUP AND EVENT

Organization: Regents of the University of Minnesota,
Contact:
Job Title:
Address:

Phone Number:
Fax Number:
Name of Event:
Program Dates:

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and University agrees that it will be responsible for utilizing, ( ) room nights (“Total Room Nights”) as follows:

<table>
<thead>
<tr>
<th>Dates</th>
<th>Standard</th>
<th>Double</th>
<th>Triple</th>
<th>Quad</th>
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<tbody>
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</table>

Total Number of Rooms
(“Guest Room Block”)
GROUP ROOM RATES

<table>
<thead>
<tr>
<th>Dates</th>
<th>Standard</th>
<th>Double</th>
<th>Triple</th>
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Hotel room rates may be subject to applicable state and local taxes (currently %) in effect at the time of check-in.

University reserves the right to review and make changes to the Guest Room Block no later than , based on number of attendees confirmed, subject to availability. After , the value of this Agreement for purposes of cancellation and attrition fees will be based on the revised Guest Room Block as of that date.

COMMISSION

The group room rates listed above are net non-commissionable.

CHECK IN/CHECK OUT

Check in time is 3:00 p.m. or later, and Check out time is by 12:00 Noon. Guests will notify Hotel directly if special accommodations regarding these times are needed. Guests arriving prior to 3:00 p.m. will be accommodated as rooms become available. Arrangements can be made to check baggage for those arriving early when rooms are not available.

METHOD OF RESERVATIONS

Reservations for the Event will be made by . If a rooming list is to be provided, University will forward its rooming list by .

CUTOFF DATE

Reservations by attendees must be received on or before , (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms in the Guest Room Block for general sale and determine whether it will accept reservations based on a space- and rate-available basis at the University group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect University’s obligation, as provided elsewhere in this Agreement, to utilize guestrooms.

PAYMENT BY CREDIT CARD OR CHECK

If University wishes to pay any portion of its obligation by credit card or company check, a form submitted by Hotel must be filled in prior to execution of this Agreement.
MASTER ACCOUNT CHARGES

Attendees will pay their own room, tax, and incidental charges incurred by them at Hotel (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment) and University will be responsible for catering and meeting room charges incurred pursuant this Agreement. If University supplies a rooming list, University will be responsible for payment of guest rooms charges, including tax (but not room service or incidental charges incurred by guests), as well as all catering and meeting room charges incurred pursuant to this Agreement.

FUNCTION INFORMATION AND EVENT AGENDA

Based on the requirements outlined by University, the Hotel has reserved the function space set forth in the below Function Information Agenda/Event Agenda.

<table>
<thead>
<tr>
<th>Room</th>
<th>Date</th>
<th>Start and End Time</th>
<th>Function</th>
<th>Set-up</th>
<th># of People</th>
<th>Rental</th>
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</table>

CATERING

All banquet food and beverage arrangements must be made through the Hotel. University agrees that it will guarantee minimum food and beverage revenue of $ $ /100 Dollars (exclusive of applicable service charges and taxes) as part of the Event. Banquet menus (including prices), room set up, and audiovisual requirements, if any, must be finalized in writing with Hotel’s catering manager at least sixty (60) days prior to the Event and the written agreement shall be initialied by the parties and then attached to this Agreement as Exhibit A. Exhibit A shall also indicate the number of persons to be served at catered events. University will provide a final guarantee as to the number of guests not less than three (3) business days prior to the Event. Hotel agrees to serve up to percent (%) over the final guaranteed number. In the event that no revised guarantee is received at least three (3) business days prior to the Event, the Hotel will assume the guarantee to be the number of guests stated in Exhibit A.

FOOD AND BEVERAGE ATTRITION AND CANCELLATION

If the Event generates less than seventy-five percent (75%) of the minimum food and beverage revenue, University agrees to pay Hotel the difference between the actual food and beverage charges and seventy-five percent (75%) of the minimum guarantee. In addition, if any food and beverage event is cancelled within seventy-two (72) hours of its scheduled starting time, University agrees to pay Hotel one-hundred percent (100%) of the food and beverage revenue guaranteed at seventy-two (72) hours.
ROOM BLOCK CANCELLATION

University acknowledges that if it cancels or abandons its planned use of the Guest Room Block for reasons other than Impossibility as described in the following paragraph (a "Cancellation"), this action would constitute a breach of University’s obligation to Hotel and Hotel would be harmed. University agrees to notify Hotel in writing within five (5) business days of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that:

a) It would be difficult to determine Hotel's actual harm;

b) Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation; and

c) The amount set forth below reasonably estimates Hotel's harm in the event of a Cancellation.

University therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, and ($ ). Provided that University timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel shall not seek or be entitled to recover additional damages from University relating to the Cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities as provided in this Agreement. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event more than ten (10) days after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and University agree to cooperate with each other to facilitate compliance with such laws.

CHANCES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or University, will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by both Hotel and University.
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The Hotel represents that its facilities are in compliance with the regulations of the American With Disabilities Act (“ADA”) and will defend and hold the University harmless from any and all claims arising from charges of non-compliance by the Hotel with the regulations of the ADA, including specifically those applicable to public accommodations. University agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting rooms or function space by its attendees. Should such auxiliary aids be required, University shall pay all charges associated with the acquisition, rental or provision of such aids.

ACCEPTANCE

Prior to execution by both parties, submission of this document to University represents an offer by the Hotel which shall not be withdrawn before ___________. If University does not accept the offer in writing prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed copy of this Agreement prior to ___________, or upon Hotel's acceptance of a fully executed copy of this Agreement after such date, this Agreement will be binding upon Hotel and University.

Hotel and University have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Regents of the University of Minnesota

By: ____________________________  By: ____________________________
Name:  
Title:  
Date: ____________________________  Date: ____________________________
EXHIBIT A
Banquet Menus and Audiovisual Requirements

Catering Requests

What:

How much:

How many:

Other:
FAQ:
Department Contacts
# Department Contacts

## Real Estate Office (REO)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Dostal</td>
<td>Leasing Manager</td>
<td><a href="mailto:jrdostal@umn.edu">jrdostal@umn.edu</a></td>
<td>612-626-9402 (p)</td>
</tr>
<tr>
<td>Denise Mazone</td>
<td>Leasing Specialist</td>
<td><a href="mailto:mazone@umn.edu">mazone@umn.edu</a></td>
<td>612-626-3445 (p)</td>
</tr>
<tr>
<td>Anna Engstrom</td>
<td>Senior Real Estate Specialist</td>
<td><a href="mailto:aengstro@umn.edu">aengstro@umn.edu</a></td>
<td>612-626-2231 (p)</td>
</tr>
</tbody>
</table>

## Space Management Office (SMO)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ray Voelker</td>
<td>Director</td>
<td><a href="mailto:rvoelker@umn.edu">rvoelker@umn.edu</a></td>
<td>612-625-2881 (p)</td>
</tr>
</tbody>
</table>

## Office of General Counsel (OGC)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beverly Moe</td>
<td>Paralegal</td>
<td><a href="mailto:bevmoe@umn.edu">bevmoe@umn.edu</a></td>
<td>612-626-7797 (p)</td>
</tr>
<tr>
<td>Elizabeth Zamzow</td>
<td>Associate General Counsel</td>
<td><a href="mailto:zamz0005@umn.edu">zamz0005@umn.edu</a></td>
<td>612-624-4100 (p)</td>
</tr>
</tbody>
</table>

## Office of Risk Management

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Martin</td>
<td>Associate Director</td>
<td><a href="mailto:mart2536@umn.edu">mart2536@umn.edu</a></td>
<td>612-624-6054 (p)</td>
</tr>
<tr>
<td>Pam Ubel</td>
<td>Executive Office Assistant</td>
<td><a href="mailto:novic002@umn.edu">novic002@umn.edu</a></td>
<td>612-624-5887 (p)</td>
</tr>
</tbody>
</table>

## Office of Environmental Health and Safety

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>Mark Rossi</td>
<td>EHS Specialist</td>
<td><a href="mailto:Rossi101@umn.edu">Rossi101@umn.edu</a></td>
<td>612-624-6152 (p)</td>
</tr>
</tbody>
</table>

## Institutional Compliance

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carol Balthazor</td>
<td>Principal Office and Administrative Specialist</td>
<td><a href="mailto:cbalthaz@umn.edu">cbalthaz@umn.edu</a></td>
<td>612-624-8852 (p)</td>
</tr>
</tbody>
</table>

## Facilities Management/Land Care

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Grode</td>
<td>Facilities Support Supervisor</td>
<td><a href="mailto:Grod0006@umn.edu">Grod0006@umn.edu</a></td>
<td>612-624-6192 (p)</td>
</tr>
</tbody>
</table>

## University Building Code Division

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Wilbur</td>
<td>University Fire Code Inspector</td>
<td><a href="mailto:Wilbu024@umn.edu">Wilbu024@umn.edu</a></td>
<td>612-626-9458 (p)</td>
</tr>
</tbody>
</table>

## University of Minnesota Police Department

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sgt. Katie Kitzerow</td>
<td>Sargeant of Police</td>
<td><a href="mailto:Seit0019@umn.edu">Seit0019@umn.edu</a></td>
<td>612-624-3550 (p)</td>
</tr>
</tbody>
</table>

## Parking and Transportation Services

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victoria Nelson</td>
<td>Assistant Director</td>
<td><a href="mailto:Nelso043@umn.edu">Nelso043@umn.edu</a></td>
<td>612-626-7275 (p)</td>
</tr>
</tbody>
</table>