LICENSE

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Northland Community and Technical College

OCCUPANCY AGREEMENT

THIS AGREEMENT is between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Northland Community and Technical College ("Licensor"), and _____________ (Licensee"), and is governed by Minnesota law.

1.  PERMITTED USE. Licensor agrees to allow Licensee use of the following:

   Contact Person:

   Address:

   Phone:

   Fax:

   College Location:
   Rooms:
   Date(s) and Timeframes:

   Description of Activity or Event:

   The parties agree that this agreement does not create a landlord-tenant relationship between them. Licensor is permitting Licensee to use the Space according to the terms of this Agreement. It is specifically understood that the permission to use the Space and the period of use are not exclusive to Licensee, and Licensor shall have the right to enter and use the Space at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Licensor.
2. **FEE.** For its use of the Space, Licensee agrees to pay to Licensor a fee of $______, which amount shall be payable upon receipt of invoice from the Licensor.

3. **CONTRACT ADMINISTRATION.**

Licensee's authorized agent:
Address:
Phone:
Fax:
Email Address:

Licensor's authorized agent: Dr. Anne Temte, President
Address: 1101 Highway One East, Thief River Falls, MN 56701
Phone: 218-683-8610
Fax: 218-683-8981

4. **MAINTENANCE OF SPACE.** Licensee agrees to maintain the Space in a reasonably clean and sanitary condition. After Licensee vacates the Space, Licensor will inspect the Space and make any repairs or replace any missing or destroyed property, as it deems appropriate. Licensor will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed $100, Licensor shall be entitled to obtain payment of such amount from Licensee in advance.

5. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Licensor during its occupancy of the Space. See page 4 for General Rules for NCTC Facilities Use.

6. **LICENSEE'S INSURANCE.** Prior to Licensee's occupancy of the Space, Licensee shall provide Licensor with a certificate of general liability and property damage insurance naming Licensor as an additional insured and reflecting coverage to $1,000,000 million for death by wrongful act or omission, and to $1,000,000 million for any claimant in any other case, but not to exceed $2,000,000 million for any number of claims arising out of a single occurrence. Licensee shall maintain this coverage at its sole expense during its use of the Space. A certificate of general liability and property damage must be submitted to the college on an annual basis and must cover the timeframe the Licensee will occupy the approved space.

7. **HOLD HARMLESS AND INDEMNITY.** Licensee shall indemnify and hold Licensor harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Space by Licensee or arising out of any work or thing done in or about the Space or structures or equipment in the Space when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Licensor's negligence as determined by a court of law. Licensee hereby assumes all responsibility for security throughout its occupancy and use of the Space.
8. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

9. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Space, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Licensor IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. See Item #7 in General Rules for NCTC Facilities Use for further details.

10. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Licensor, the Minnesota Department of Administration, and either the Minnesota Legislative Auditor or State Auditor.

11. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Licensor. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.

12. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon 5 days notice to the other party.

13. **OTHER PROVISIONS**

**APPROVED:**

1. **LICENSOR MINNESOTA STATE COLLEGES AND UNIVERSITIES**

   Northland Community and Technical College

By (authorized signature)

Title

Date

2. **LICENSEE:**

By (authorized signature)

Title

Date

MnSCU009
NCTC Revisions 3-7-07
General Rules for NCTC Facility Use:

1. Requests for use of college facilities shall be made to the President=s Assistant’s office for Thief River Falls facilities or the Campus Receptionist for East Grand Forks Campus facilities two weeks prior to the activity for use during non-regular hours, or one week for use during regular hours. A request is not finalized and approved until the appropriate signatures are obtained on the occupancy agreement.

2. If the event is to be canceled, the applicant should notify the appropriate campus designee at least 48 hours in advance of the activity.

3. Smoking or use of tobacco products is not allowed inside the college facilities. Smoking is allowed only in designated areas outdoors.

4. No liquor or other controlled substances are allowed on college premises.

5. Special permission must be obtained for decorating, installing equipment, moving furniture, etc. Such decoration or equipment must be removed from the college premises after the activity. If there is a delay, the removal may be made by college maintenance at the expense of the permit holder.

6. Use of facilities does not include use of college equipment unless specifically requested and approved by the college.

7. Licensee must comply with Americans with Disabilities Act-Title II, in that the Licensee must take appropriate steps to ensure that people with disabilities have an opportunity to request auxiliary aids and services in order to participate in the activity. All promotional materials used to inform participants of the activity must contain the following statement: Individuals with a disability who need a reasonable accommodation to participate in this event, please contact (name) at (phone number - include 800 and TTY numbers) by (date). Any and all expenses incurred for these services are the responsibility of the Licensee.

8. Licensee shall comply with OSHA standards issued by the U.S. Department of Labor and Industry and Minnesota Department of Labor and Industry. Licensee is responsible to provide occupational safety and health guidelines appropriate to the needs and conditions that exist. Personal protective equipment, when required by the standards, shall be made available for individuals by the Licensee.

9. Violation by a Licensee of any of the rules governing the use of college buildings and grounds may be cause for the cancellation of all existing occupancy agreements and denial of future requests.

10. Children under the age of 16 must be under the supervision of an adult.