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**FACILITIES USE AGREEMENT - MINNESOTA STATE CAMPUS TO CAMPUS ONLY**

**SHORT TERM USE (Less than 1 year)**

INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE

AND

INSERT NAME OF COLLEGE/UNIVERSITY/SYSTEM OFFICE

**INSTRUCTIONS:***This form can be used for facilities use agreements between two or more members of the Minnesota State Colleges and Universities system for short term use of less than 1 year. This is meant to be used to document relationships among our colleges and universities. This form should not be used for agreements with private parties, state agencies, school districts or boards, or with the University of Minnesota. UNLESS ALL SIGNATORIES TO THIS DOCUMENT ARE EMPLOYEES OF THE MINNESOTA STATE COLLEGES AND UNIVERSITIES SYSTEM, THIS AGREEMENT SHALL BE INVALID AND UNENFORCEABLE.*

For purposes of this agreement, the “HOST Campus” is the campus providing the facilities to be used, and the “GUEST Campus” is the campus using the facilities.

**FACILITIES USE AGREEMENT – CAMPUS TO CAMPUS (SHORT TERM)**

This Facilities Use Agreement - Campus to Campus is entered into between Insert Name of College/University/System Office, (hereafter “HOST CAMPUS”), and Insert Name of College/University/System Office, (hereafter “GUEST CAMPUS”).

1. FACILITIES. HOST CAMPUS shall provide and GUEST CAMPUS shall use the following Facilities, which for purposes of this Agreement, “Facilities” shall mean:
   1. [*Identify Building Location or land, and Describe the Room Number and Square Footage*]
   2. Parking will be available to GUEST CAMPUS at the following location: [*describe or identify parking areas and any restrictions*].
2. **GRANT OF FACILITIES USE AGREEMENT**. HOST CAMPUS grants permission to use the Facilities solely for the following purpose(s):
   1. [ *insert specific description of use* ]
   2. The estimated number of people expected to participate or attend is: [*insert number*]*.*
   3. GUEST CAMPUS acknowledges and agrees that HOST CAMPUS, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb GUEST CAMPUS’s use of the Facilities as provided in this Agreement. GUEST CAMPUS shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.
3. TERM AND TIME OF USE. GUEST CAMPUS may use the Facilities during the following dates and times:
   1. [ *insert specific dates and times* ]
4. FEE.For its use of the Facilities, GUEST CAMPUS agrees to pay to HOST CAMPUS a fee of [*INSERT DOLLAR AMOUNT IN WORDS AND NUMBERS (e.g. One Hundred Twenty and 00/100 Dollars ($120.00)* or *One and 00/100 Dollars ($1.00)* ] $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which amount shall be payable in arrears within thirty (30) days following the date set forth in Paragraph 3, above. If HOST CAMPUS cancels this Agreement prior to GUEST CAMPUS’s use of the Facilities, HOST CAMPUS will not charge a fee to GUEST CAMPUS.
5. NOTICE AND AGREEMENT ADMINISTRATION.

All official notifications, including but not limited to, invoices and cancellation of this agreement must be sent to the other party’s authorized representative.

HOST CAMPUS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GUEST CAMPUS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. MAINTENANCE OF FACILITIES.GUEST CAMPUS agrees to maintain the Facilities in a clean and sanitary condition. After GUEST CAMPUS finishes using the Facilities, HOST CAMPUS will inspect the Facilities and determine in its sole discretion whether it is necessary to make any repairs or replace any missing or destroyed property. GUEST CAMPUS is responsible for the repair or replacement of missing and destroyed property, which GUEST CAMPUS agrees to repair or replace as HOST CAMPUS deems appropriate within thirty (30) days. This provision will survive the termination of this Facilities Use Agreement.
2. RULES AND REGULATIONS. GUEST CAMPUSagrees to honor and abide by all rules and regulations set forth by HOST CAMPUS during its occupancy of the Facilities.
3. DISPUTE RESOLUTION. Unless the parties and the Chancellor’s office have agreed to a different method of dispute resolution, and attached the same to this Facilities Use Agreement, the parties shall submit the dispute to the Chancellor or the Chancellor’s designee for resolution.
4. AMENDMENTS. All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.
5. INSURANCE AND LIABILITY.
   1. Property Damage. It shall be the duty of the HOST CAMPUS and the GUEST CAMPUS, including its contractors, subcontractors and/or agents, to maintain insurance or self-insurance on their own property, both real and personal, and for any Work conducted at the Facilities.
   2. Liability. HOST CAMPUS and GUEST CAMPUS agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
6. SECURITY. GUEST CAMPUS hereby assumes all responsibility for security of GUEST CAMPUS’s property throughout its use of the Facilities. GUEST CAMPUS assumes all responsibility for the cost of security personnel if HOST CAMPUS AND GUEST CAMPUS agree that security personnel is required for GUEST CAMPUS’s use of the Facilities for the event.
7. CANCELLATION.This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
8. EFFECTIVE DATE. This Agreement is effective upon the date the final required signature is obtained by the parties.
9. OTHER PROVISIONS: (Attach additional pages as necessary): Please see Addendum to the Facilities Use Agreement attached and incorporated into this agreement. [ *if no other provisions or an Addendum, write “NONE”* ]

*SIGNATURE BLOCK IS ON NEXT PAGE*

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**APPROVED:**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. **GUEST CAMPUS: Insert College/University/System Office name (and campus, if applicable)**  |  | | --- | | By (authorized signature) | | Title | | Date |  1. **HOST CAMPUS: Insert College/University/System Office name (and campus, if applicable)**  |  | | --- | | By (authorized signature) | | Title | | Date | | 1. **VERIFIED AS TO ENCUMBRANCE (if applicable)**  |  | | --- | | By (authorized signature) | | Title | | Date |  1. **AS TO FORM AND EXECUTION**  |  | | --- | | By (authorized signature) | | Title | | Date | |

**FACILITIES USE AGREEMENT – MINNESOTA STATE CAMPUS TO CAMPUS ONLY**

**ADDENDUM**

**[*Add any additional provisions here, including attachments, if any.*  *If no Addendum is referenced in Paragraph 20, Other Provisions or elsewhere in the Agreement, delete this page.* ]**