

Campus Center & Conferences
 Macalester College / Attn: Jamie B. Dresher
 1600 Grand Ave.
 Saint Paul MN 55105
 651-696-6004 / 651-696-6447

Confirmation

Dept or Org	Reservation:	78954
Ken Gilliam	Event Name:	St. Paul Fire Dept Training
FACILITY RENTAL	Status:	Confirmed-Complete
C/O CAMP CENTER	Phone:	6004
MACALESTER COLLEGE	Fax:	6447
ST. PAUL, MN 55105	Event Type:	Training/Clinic
	Event Coordinator:	Jamie Dresher

Bookings / Details	Quantity	Price	Amount
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This license is entered into as of the date listed below, by and between Macalester College, a Minnesota non-profit corporation and the Licensee. The identity of the Licensee, certain other defined terms and other information is set forth above and below.

1. **FACILITIES:** *Macalester College agrees to permit Licensee to use the facilities described beginning on Page 3 of this document but only during the times designated herein. The Licensee agrees to adhere to the guidelines and restrictions contained in this document. Licensee agrees to pay Macalester College the total amount listed on this document for use of the facilities and additional services described below.*
2. **FOOD SERVICE:** *All food served in the A.G. Hill Ball Room, Ruth Stricker Dayton Campus Center and Leonard Center must be provided by Bon Appetit food service. All facility rental clients are required to use Bon Appetit unless specified by Campus Center or Bon Appetit staff. Catering services may be arranged by contacting the Bon Appetit Catering Manager (651-696-6313).*
3. **PROGRAM SCHEDULE:** *The Licensee must submit a copy of a complete Program Schedule for the Event NO later than thirty (30) days prior to the commencement of the Event.*
4. **CANCELLATION:** *Licensee may cancel this agreement at any time prior to 60 days prior to the commencement of the Event by giving written notice of cancellation to Macalester College. If Licensee cancels this agreement as provided herein, Licensee shall forfeit all sums paid to the date of cancellation. Macalester College may cancel this agreement at any time should unforeseen emergencies occur which make it inadvisable, illegal, or impossible for Licensee to occupy certain facilities. If Macalester College cancels this agreement due to unforeseen emergencies, Macalester College shall give prompt notice of the cancellation to Licensee and Macalester College shall return all sums paid by Licensee. If Licensee fails to adhere to any of the terms and conditions set forth in this agreement, Macalester College reserves the right to cancel this agreement by giving written notice thereof to Licensee.*
5. **USE:** *Licensee shall not violate any laws and/or ordinances applicable to the use of the Licensed Facilities, and shall not suffer any waste on the Licensed Facilities, or use the Licensed Facilities in a manner which would constitute a public or private nuisance or which may be dangerous to person or property. Macalester College shall have access to the Licensed Facilities throughout the duration of the Event as may be necessary in order for Macalester College to use its adjoining properties, and as may be necessary to assure compliance with this License. Macalester College makes no representations or warranties regarding whether the Licensed Facilities comply with the Americans With Disabilities Act (USCS § 12171 et seq.) or the Minnesota Human Rights Act (Minn. Stat. § 363.01 et seq.). Licensee accepts the Licensed Facilities in their current condition. Macalester College shall not be liable for any claims made by Licensee's employees, agents, invitees or other individuals participating in the Event under the Americans With Disabilities Act or the Minnesota Human Rights Act regarding accessibility of the Licensed Facilities, and Licensee agrees to defend and indemnify Macalester College against any such claims.*
6. **DAMAGE:** *Licensee shall be liable for any damage to the Licensed Facilities or property therein which may be caused by any act or negligence of Licensee, its employees, agents, invitees, and other individuals using the Licensed*

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Facilities with its consent, and Macalester College may, at its option, repair such damage, and Licensee agrees to reimburse and compensate Macalester College as additional charges for the reasonable cost of such repair or damage, within five (5) days of receiving a statement by Macalester College for the same.

7. **WAIVER:** Licensee, on behalf of itself, its employees, agents, invitees, and other individuals using the Licensed Facilities with its consent, hereby waives any and all claims of liability against Macalester College for any damage or injury to the person or property of Macalester College, its employees, agents, invitees, and other individuals using the Licensed Facilities with its consent, or for the loss or damage by theft or from any other cause whatsoever.

8. **INDEMNIFICATION:** The Licensee agrees that all participants and guests using the Licensed Facilities are under the direct and complete supervision and control of the Licensee. All Macalester College regulations will be adhered to and enforced by the Event leaders. The Licensee shall be liable for all damages resulting from the Event and its participants' and guests' utilization of the Licensed Facilities and services provided by Macalester College. The Licensee agrees to reimburse Macalester College for all damages to facilities and services caused by the Event or its participants or guests. The Licensee shall defend, indemnify and hold harmless Macalester College from and against any and all claims of loss, injury, or damage to persons and/or property arising out of the activities during or in connection with the Event, including, but not limited to, reasonable attorneys fees incurred by Macalester College. Macalester College assumes no liability for any property placed or left by the Licensee or its participants or guests at the Macalester College campus.

9. **INSURANCE:** Licensee, at its own expense, shall obtain event or general liability insurance coverage for the Licensed Facilities and its use of such Licensed Facilities in such amount of \$1,000,000.00 or such other amount as reasonably determined by Macalester College and shall deliver to Macalester College within five (5) days of the date hereof a certificate of insurance naming Macalester College as additional insured and providing Macalester College with thirty (30) days notice prior to cancellation of such policy. Macalester College shall be named as additional insured and policyholder on that policy.

10. **ASSIGNABILITY:** Licensee may not sublet any portion of the Licensed Facilities or assign, mortgage, encumber, or otherwise transfer this License without the prior written consent of Macalester College. Any consent by Macalester College shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer nor shall it constitute a release of Licensee from its obligations under this License.

11. **ADVERTISEMENTS:** The name of the Macalester College, as well as any written or pictorial reference to the Macalester College, shall not be used to either directly or indirectly suggest co-sponsorship or endorsement of any activity or product without prior written approval from Macalester College.

12. **APPLICABLE LAW:** The law of the state of Minnesota shall govern the terms of this License. If any portion of this License or the application thereof shall be deemed invalid and unenforceable, the remainder of this License shall not be affected and shall remain valid and enforceable. Time is of the essence in this License.

13. **ENTIRE AGREEMENT:** This document constitutes the complete agreement between Licensee and Macalester College and no amendment to this License shall be valid unless in writing and executed by both Licensee and Macalester College. Failure to return a signed copy of this License with any required deposits by the date listed below may void this agreement at the discretion of Macalester College.

14. **SUCCESSORS:** This License and the covenants and conditions contained herein shall inure to the benefit of and be binding upon Licensee and Macalester College and their respective heirs, executors, administrators, successors and assigns.

15. **ATTORNEYS FEES AND EXPENSES:** If either party shall bring an action related to this License against the other, the prevailing party in any litigation shall be entitled to recover from the other its reasonable costs and expenses, including reasonable attorneys' fees in connection with such actions.

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16. *AUTHORITY: Each person signing this License warrants and represents that he or she has been duly authorized and acts on behalf of Licensee or Macalester College, as applicable.*
IN THE WITNESS WHEREOF, Licensee and Licensor execute this License on the date listed below.

LICENSEE: _____

MACALESTER COLLEGE:

By: Fire Department
 /s/: _____
 City Attorney

By: _____
 Jamie B. Dresher
 Macalester College

/s/: _____
 Director of Financial Services

/s/: _____

Date: _____

Date: _____

Friday, March 30, 2012

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #1

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #2

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #3

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #4

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) JBD LECTURE HALL

Reserved: 7:00 AM - 7:00 PM

Standard for 200

Room Charge: 1 1,500.00 1,500.00

Saturday, March 31, 2012

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #1

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #2

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #3

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) CC LIT #4

Use Diagram/remarks other for 1

8:30 AM - 6:00 PM St. Paul Fire Dept Training (Confirmed-Complete) JBD LECTURE HALL

Reserved: 7:00 AM - 7:30 PM

Standard for 200

Room Charge: 1 1,500.00 1,500.00

Subtotal 3,000.00

Grand Total 3,000.00

MACALESTER RENTAL GUIDELINES AND RESTRICTIONS

ROOM RESERVATION & SETUP

Activities must be limited to areas reserved by the renting organization, the location and times of which are contained

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above. Initial information regarding set up of tables, chairs, and audiovisual equipment must be requested at least 30 days prior to arrival, and final requests are due at least 15 days prior to the start of your event.

SMOKING/ALCOHOL/ILLCIT DRUGS

Smoking

-The college enforces a No Smoking policy in all buildings. Smoking is allowed only outdoors. No tobacco products are to be sold on campus

Alcohol

-Macalester College is subject to, abides by and supports federal, state and city ordinances/laws.

-Alcohol service must be pre-approved and provided by a licensed, insured and approved third party vendor.

-Alcoholic beverages may not be sold or served on campus unless Macalester College has approved a licensed and insured third party vendor to do so.

-All requests to serve or sell alcohol at an event must be made 30 days prior to event.

-Alcoholic beverages may not be served to or consumed by individuals under the legal drinking age of 21 years.

-Macalester College will determine the conditions, times and places at which alcohol may be served.

-Security is required at any event which alcohol will be served. The Conferences & Facility Rentals Office will schedule a security officer for your event and you will be billed \$35 per hour for their services.

-Alcoholic beverages may not be consumed in any public areas (e.g., all outdoor areas, lounges, hallways, lobbies, etc.).

-The distribution of alcohol must cease no later than 30 minutes prior to the planned event end time and may not be served after 12:30 a.m.

-The licensed vendor, in agreement with Minnesota State Law, will purchase all alcoholic beverages.

-Macalester College reserves the right to intercede at any point during the event if it is felt that the serving of alcohol is not being conducted in a safe, legal and responsible manner.

Illicit Drugs & Drug-Related Paraphernalia

-Macalester College has a zero-tolerance policy in regard to possession use, distribution, and/or sale of illicit drugs and drug-related paraphernalia.

-If anyone is found with illicit drugs or drug-related paraphernalia, he/she will be asked to leave campus immediately.

GENERAL SAFETY/SECURITY

Fire

-Each time a fire alarm sounds, it is mandatory for all guests to evacuate the building. Tampering with smoke detectors is prohibited. Candles, incense, extension cords, space heaters, hot plates, multi-plug outlets without surge protectors, automatic drip coffee makers, toasters and toaster ovens are not permitted in the Residence Halls.

Theft/Security

-The College is not responsible for lost or stolen belongings. Participants are strongly encouraged to leave valuable personal items at home and not bring them into the Residence Halls and to ALWAYS lock their residence hall doors when leaving for any amount of time.

Injuries

-All injuries should be reported to the Safety and Security Office at 696-6555.

Weapons, Firearms, and Fireworks

-The following items are NOT allowed on campus at any time: firearms, knives, guns, bows and arrows, fireworks of any kind, explosives and other dangerous weapons. Macalester College reserves the right to confiscate these items and remove participants from campus if any of the above mentioned items are found in the participants' room or in their possession.

Emergency Calls

-Emergency calls are taken 24-hours a day by Campus Security at 651-696-6555.

ATHLETIC FACILITIES/CAMPS

-The Stadium track surface may not be used for any practice or game play other than running.

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-Macalester College reserves the right to sell concessions at any event scheduled in the Stadium, Field House or Gym, unless specific alternate arrangements are included in a license agreement.

-Athletic and sports campus must have a certified athletic trainer on site for all athletic and sports activities. Macalester College athletic trainers may be contracted on an independent contractor basis, the cost for which is not included in the license agreement. Access to Macalester College athletic training facilities is not covered in this agreement without prior written approval from the Macalester College athletic department.

-Field rentals do not include use of locker rooms and access to locker rooms unless prior arrangements have been made with the Assistant Director, Campus Center and Conferences, and then only the Visitor's locker room is available for use.

-Use of the stadium public address system is not covered in this agreement and amplified music/announcing is not permitted without prior written consent from Macalester College.

-Field rentals do not include use of the Stadium's public restrooms without prior written consent from Macalester College.