

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

FORM FOR TERM ONE DAY

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

SAINT PAUL COLLEGE

OCCUPANCY AGREEMENT

THIS AGREEMENT is between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Saint Paul College _____ ("Licensor"), and Saint Paul Firefighters _____ ("Licensee"), and is governed by Minnesota law.

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

Location: The Theater at Saint Paul College, 235 Marshall Ave., St. Paul, MN 55102

Date and Time: Thursday, 5/19 from 2 – 4 p.m. and Friday, 5/20 from 11- 5p.m.

Description of Activity or Event: Graduation Ceremony and Reception for St. Paul Firefighters

Licensee expressly understands and agrees that this agreement is not intended to and does not create a landlord-tenant relationship between the parties. Licensee is granted only a permit to occupy and use the Space for the purpose and during the period identified above. It is specifically understood that the permission to use the Space and the period of use are not exclusive to 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 \$480.00 _____ which amount shall be payable to Saint Paul College _____

The check(s) in payment of this fee shall be payable in full within 30 days of the invoice date. _____

This fee shall not include expenses, if any, incurred by Licensee pursuant to Paragraph 4, below.

3. **CONTRACT ADMINISTRATION.**

Licensee's authorized agent: Tom McDonough
Address: 1683 Energy Park Drive

Phone: 651-644-9133 _____ Fax: _____

Licensor's authorized agent: Paul T. Hugo
Address: 235 Marshall Ave., St. Paul, MN 55102

Phone: 651-846-1309 _____ Fax: 651-846-1703 _____

4. **MAINTENANCE OF SPACE.** Licensee agrees to maintain the Space in a reasonably clean and sanitary condition. After Licensee has completed its use and occupancy of the Space, Licensor will inspect the Space for damaged, missing or destroyed items, including fixtures, equipment and machinery. With respect to such damaged, missing or destroyed items, Licensor shall have the right, in its sole discretion, to either (a) repair, restore, or replace such items at its own cost, and submit an invoice for the same to Licensee, which Licensee agrees to pay within thirty (30) days thereafter, or (b) to require Licensee to repair, restore, or replace all damaged, missing or destroyed items to the satisfaction of Licensor all at Licensee's cost.
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, including complying with designated smoking areas.
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 \$300,000, for death by wrongful act or omission, and to \$300,000 for any claimant in any other case, but not to exceed

\$1,000,000 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.

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.
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 _____ 7 _____ days written notice to the other party.
13. **OTHER PROVISIONS** .(Attach additional pages as necessary):

See Attached

APPROVED:

1. LICENSOR MINNESOTA STATE COLLEGES AND UNIVERSITIES

By (authorized college/university signature)
<i>Paul Hugo</i>
Title <i>Food Service Director</i>
Date <i>5/4/11</i>

2. LICENSEE:

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION:

By (authorized college/university signature)
Title
Date