

FACILITY USE AND LICENSE AGREEMENT

This Facility Use and License Agreement ("Agreement") is entered into as of April 1, 2019 by and between the University of St. Thomas, ("UST"), a Minnesota non-profit corporation, and the Licensee identified below.

1. **LICENCEE:**

ORGANIZATION: Saint Paul Fire Department
REPRESENTATIVE: Amy O'Donnell
ADDRESS: 645 Randolph Avenue
CITY, STATE, ZIP: St. Paul, MN 55102
TELEPHONE: (651) 228-6298
E-MAIL: amy.odonnelle@ci.stpaul.mn.us
EVENT DATES: Friday, June 28, 2019
DESCRIPTION OF EVENT: Fire Fighters Academy Joint Graduation Ceremony

2. **FACILITY:** In this Agreement, the term "Facility" or "Facilities" means

O'Shaughnessy Educational Center Auditorium
O'Shaughnessy Educational Center Classrooms (x2)

and adjacent pre-function space, and any other portion of UST property, including but not limited to those portions that are open to the general public, used or accessed by Event participants or guests and/or Licensee or its employees, agents, volunteers, and invitees during the course of the Event.

3. **OTHER FACILITIES:** UST agrees to permit Licensee to use the meeting and other facilities described above but only during the times designated therein. UST agrees to provide the following services; charges for which have been included in the License Fee:

- Use of the above facility from 1:00 p.m. to 4:00 p.m. (plus 2 hours pre-event and 30 minutes post event)
- Use of the auditorium on June 27, 2019 from 12:00 p.m. to 2:00 p.m. for rehearsal
- On Site Event Manager on the day of the event
- Dedicated Audio Visual Equipment (existing equipment in facility being rented)
- Set up and use of staging, tables, chairs and service ware as appropriate for final guest count and menu
- Complimentary parking in the Anderson Parking Facility

UST agrees to provide the following additional services at Licensee's request on an "as available" basis for an additional charge:

- Additional equipment rental (tables, chairs, tents, staging, pipe & drape, carpeting, etc.).
- Audio Visual Equipment (delivered)
- Duplication services

Licensee agrees to provide UST with 21 days' advance notice if such additional services are desired.

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- FOOD SERVICE:** All food served on the UST campus must be provided by the UST Dining Services Office. No outside catering and/or food items may be served during the Event without written authorization from the Director of Dining Services at UST. All catering services requested must be arranged through UST Catering. Menu prices are not guaranteed until ninety (90) days prior to the Event. An 18% service fee and Minnesota State Sales Tax of 7.875% are not included in any menu pricing and will be added to the final invoice. All food and beverage plans must be finalized thirty (30) days prior to the commencement of the Event and Licensee will provide a final guest/entrée count no later than seven (7) business days prior to the date of commencement of the Event.

Licensee guarantees a **minimum Food & Beverage purchase of \$1,000.00**
Final catering invoice may be higher due to final selections and final guest counts.

UST policy dictates that no food or beverage may be removed at the conclusion of the Event in order to be in compliance with state health requirements

- LICENSE FEE:** Licensee agrees to pay UST the sum of \$ \$2,000.00 as and for a License Fee for the use of the Facilities described above, payable as follows:

\$ 2,000.00 due upon execution of this Agreement by Licensee;
 Outstanding balance is due within thirty (30) days of receipt of final invoice

The above fee has been calculated as follows:

Rental Fee for use of OEC Auditorium (<i>Standard rate \$1,600</i>).....	\$ 800.00
Rental Fee for use of Classrooms (<i>Standard rate per room \$350</i>).....	\$ 200.00
Minimum Food and Beverage Order	\$1,000.00
Total License Fee	\$2,000.00

- GUARANTEE:** Should your final guest count and/or your final food and beverage plan fall below the guaranteed minimums detailed in paragraphs 4 and 5, an additional amount representing the shortfall in guaranteed fees plus all applicable service fees and taxes will be added to your final invoice.
- EVENT PLANNING:** The Conference and Event Services Manager for the Event will serve as primary contact and UST liaison for the Licensee and the Event. The Licensee will work with the UST Conference and Event Services Manager to coordinate any activities related to the Event that will be taking place in the Facilities and on UST property including set up requirements, floorplan design, audio visual needs, parking, vendor deliveries and event timeline. The Licensee and Event Manager will have an initial meeting to begin the planning process no later than two (2) months prior to the commencement of the Event and a final meeting to review and finalize planning details no later than fourteen (14) business days prior to the commencement of the Event.
- PROGRAM SCHEDULE AND TIMELINE:** The Licensee will send a copy of a complete Program Schedule for the Event and confirm a final Event Timeline no later than seven (7) business days prior to the commencement of the Event.
- SET UP AND DÉCOR:** All set up and décor plans must be approved by the Facilities Director. The Manager for the Event will provide the Licensee with a set up diagram or floorplan outlining the set up and décor details. Set up and floorplans must be finalized no less than seven (7) business days prior to the commencement of the Event. Accommodations for any changes made to the set up plans after this deadline are not guaranteed.
- VENDORS:** All vendors and external services contracted by the Licensee for the Event must be authorized through UST Conference and Event Services. Unauthorized vendors, deliveries, services, and service providers may be denied access to the Facilities at the discretion of any UST representative. UST is not liable for any expenses that are incurred by the Licensee, its employees, agents, volunteers, participants, guests, and invitees as a result of unauthorized vendors being unable to access the Facilities. The Licensee will provide a list of all vendors, vendor contact information and external services contracted by the Licensee for the Event no later than seven (7) business days prior to the commencement of the Event.

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11. **CHAPERONES:** Licensee agrees to provide at least one trained adult counselor ("Counselor") for every eight (8) youths under eighteen (18) years old attending the Event. Counselors will be responsible for ensuring compliance with all Facility and, if applicable, residence hall behavioral expectations and general standards of decorum and must be available to handle behavior problems and emergencies involving Event participants, guests and/or Licensee or its employees, agents, volunteers, and invitees during the course of the Event.
12. **CANCELLATION:** Licensee may cancel this Agreement at any time by giving written notice of cancellation to UST. If Licensee cancels this Agreement more than 60 days prior to the commencement of the Event, Licensee shall forfeit all sums paid prior to the date of cancellation. If Licensee cancels this Agreement within 60 days or less of the commencement of the Event, Licensee shall be responsible for 100% of the Total License Fee amount stated in paragraph 5 above. UST may cancel this Agreement at any time should unforeseen circumstances occur which make it inadvisable, illegal, or impossible for Licensee to occupy any of the Facilities. If UST cancels this Agreement due to unforeseen circumstances, UST shall give prompt notice of the cancellation to Licensee and UST shall return all sums paid by Licensee. If Licensee fails to adhere to any of the terms and conditions set forth in this Agreement, UST reserves the right to cancel this Agreement immediately by giving written notice thereof to Licensee.
13. **USE:** Licensee shall use the Facilities for the Event, and for no other purpose. Licensee shall comply with all local, state, and federal laws, regulations, and ordinances applicable to its use of the Facilities and the operation of its business and the Event. Licensee shall not suffer any waste on the Facilities, or use the Facilities in a manner which would constitute a public or private nuisance or which may be dangerous to person or property. In addition, any entertainment provided by the Licensee shall end fifteen (15) minutes prior to the conclusion of the Event. UST shall have access to the Facilities throughout the duration of the Event as may be necessary in order for UST to use its adjoining properties, as may be necessary to assure compliance with this Agreement and other UST policies, and to maintain the property. UST makes no representations or warranties regarding whether the 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 Facilities in their current condition. UST shall not be liable for any claims made by Licensee's employees, agents, volunteers, participants, guests, invitees or other individuals participating in the Event under the Americans with Disabilities Act or the Minnesota Human Rights Act regarding accessibility of the Facilities, and Licensee agrees to defend and indemnify UST against any such claims. In its use or occupancy of the Facilities and its operations of its business and the Event, Licensee shall comply with all applicable state, federal, and local non-discrimination laws and regulations.
14. **SUPERVISION AND DAMAGE:** Licensee shall be solely responsible for supervising its employees, agents, volunteers, participants, guests, and invitees during the Event. UST shall have no responsibility for supervising such persons. Licensee shall ensure that its employees, agents, volunteers, participants, guests, and invitees only have access to those areas of the Facilities outlined in paragraphs 2, 3 and 5 above and any public areas. Licensee shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of Licensee, its employees, agents, volunteers, participants, guests, invitees, and other individuals using the Facilities with its consent, and UST may, at its option, repair such damage, and Licensee agrees to reimburse and compensate UST as additional charges for the reasonable cost of such repair or damage, within five (5) days of receiving a statement by UST for the same.
15. **INSURANCE:** Licensee, at its own expense, shall obtain event or general liability insurance coverage for the Event and its use of the Facilities in such amount of \$1,000,000.00 (one million dollars), plus defense costs, per occurrence and \$2,000,000 (two million dollars), plus defense costs, aggregate coverage or such other amount as reasonably determined by UST and shall deliver to UST within five (5) days of the date hereof a certificate of insurance naming UST as additional insured and providing UST with thirty (30) days' notice prior to cancellation of such policy. UST shall be named as additional insured and policyholder on that policy. Licensee shall also obtain, at its own expense, required workers' compensation insurance and any other insurance required by law.
16. **WAIVER:** In consideration for the opportunity to use the Facilities, Licensee, on behalf of itself, its employees, agents, volunteers, participants, guests, invitees, and other individuals using the Facilities with its consent, hereby waives, to the fullest extent allowed by law, any and all claims of liability against UST for any damage or injury to the person or property of its employees, agents, volunteers, participants, guests, invitees, and other individuals using the Facilities with Licensee's consent, or for the loss or damage by theft or from any other cause whatsoever.

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17. **INDEMNIFICATION:** Licensee agrees that all Event participants and guests using the Facilities, and all of Licensee's employees, agents, volunteers, invitees, and other persons using the Facilities with Licensee's express or implied consent, are under the direct and complete supervision and control of the Licensee. All applicable UST regulations will be adhered to and enforced by Licensee and Event leaders and employees hired by Licensee. Licensee and the undersigned individual shall be liable for all damages resulting from the Event. Licensee and the undersigned individual personally agree to reimburse UST for all damages to Facilities and services caused by the Event or by Licensee or its participants, guests, invitees, employees, volunteers, or agents. UST assumes no liability for any property placed or left in the Facilities by Licensee or its employees, volunteers, agents, invitees, participants or guests at the UST campus.
18. **ASSIGNABILITY:** Licensee may not sublet any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without the prior written consent of UST. Any consent by UST 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 Agreement.
19. **PUBLIC SAFETY:** The UST Public Safety Department will be the primary agency for public safety services on campus including security and emergency responses. Public Safety may conduct a needs assessment of public safety services in consultation with the Licensee. Based on this assessment, Public Safety may develop a safety plan for the Event. It may include information about parking requirements, required city permits and staffing including the use of Public Safety Officers, police, fire, paramedics or other emergency response staff. Public Safety will obtain and coordinate this staffing. Any use of other law enforcement or emergency medical response personnel shall be approved and coordinated through Public Safety. The Licensee agrees to cooperate with any and all public safety operations and pay for the public safety staff and equipment for this Event as required by the UST Public Safety Department. The Licensee's employees, agents, and volunteers are prohibited from identifying themselves as security, public safety, police, fire fighters or paramedics or similar authorities for the event. Licensee should consult with the UST representative for the Event for more information on Public Safety requirements for the Event. Additional information is available through the Public Safety Special Events Manager at 651-962-5107.
20. **TOBACCO, ALCOHOL, AND DRUGS:** Licensee and its employees, volunteers, agents, participants, guests, and invitees, must comply with UST's policies on tobacco, alcohol, and drugs. The illegal use, possession, or trafficking of drugs by any employee, volunteer, agent, participant, guest, or invitee of Licensee during the Event or on UST property is strictly prohibited. Effective January 1, 2014, UST has implemented a Tobacco-Free Campus Policy. Use of tobacco and smoking products, including but not limited to e-cigarettes, is not permitted within any UST building and is not permitted anywhere on UST property. No alcoholic beverages shall be stored, possessed or consumed in the Facilities, or anywhere on the UST campus, without prior written consent of UST, which consent may be withheld in the sole discretion of UST. If Licensee or its employees, agents, volunteers, and other individuals using the Facilities desire to serve, possess or consume alcoholic beverages on the Facilities, Licensee must submit a copy of a **Request to Serve/Use Alcoholic Beverages Form** to UST at least 30 days prior to the commencement of the Event. **Individuals possessing and/or consuming alcoholic beverages on UST's campus must be twenty-one (21) years of age or older.** Copies of the Request to Serve/Use Alcoholic Beverages Form are available by contacting Dining Services at 651-962-6060. **All bar service must end 30 minutes prior to the conclusion of the Event.**
21. **ADVERTISEMENTS, SIGNAGE AND INTELLECTUAL PROPERTY:** Licensee shall not use the name, logo, trademark, tradename or other marks (including but not limited to UST colors) owned by or associated with UST in any manner without UST's prior written consent. Licensee may install temporary signage directing students and invitees to the Facilities, provided that such signage and its placement are subject to the University's prior written approval.
22. **APPLICABLE LAW:** The law of the state of Minnesota shall govern the terms of this Agreement without regard to its conflicts of laws principles, and any disputes regarding this Agreement shall be heard in Minnesota state or federal court. If any portion of this Agreement or the application thereof shall be deemed invalid and unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable. Time is of the essence in this Agreement.

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23. **ENTIRE AGREEMENT:** This document constitutes the complete agreement between Licensee and UST and no amendment to this Agreement shall be valid unless in writing and executed by both Licensee and UST. Failure to return a signed copy of this Agreement with any required deposits within two (2) weeks of the date the agreement is entered into may void this agreement at the discretion of UST.
24. **SUCCESSORS:** This Agreement and the covenants and conditions contained herein shall inure to the benefit of and be binding upon Licensee and UST and their respective heirs, executors, administrators, successors and assigns.
25. **ATTORNEYS FEES AND EXPENSES:** If either party shall bring an action related to this Agreement 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.
26. **AUTHORITY:** Each person signing this Agreement warrants and represents that he or she has been duly authorized and acts on behalf of Licensee or UST, as applicable.

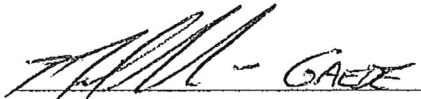
IN THE WITNESS WHEREOF, Licensee and UST execute this Agreement on 05/1/019;

LICENSEE:

Saint Paul Fire Department

By: Mike Guede

Title: Assistant Fire Chief

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Date: April 30, 2019

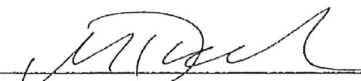
UNIVERSITY OF ST. THOMAS:

Department of Conference & Event Services

St. Paul, Minnesota

By: Marguerite von Duerckheim

Title: Manager, Saint Paul Campus

/sig/: 

Date: 05/01/19

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