

**UNIVERSITY OF ST. THOMAS CONFERENCE AND EVENT SERVICES
LICENSE AND SERVICES AGREEMENT**

This Agreement is between the University of St. Thomas (“St. Thomas”), and the Licensee identified below, effective as of the date it is signed by the last party to sign (the “Effective Date”).

1. LICENSEE

ORGANIZATION: St. Paul Police Department

AUTHORIZED REPRESENTATIVE: Jack Serier

ADDRESS: 600 Lafayette Road

CITY, STATE, ZIP: Saint Paul, MN 55101

TELEPHONE: 651-266-5500

E-MAIL: Jack.Serier@stpaul.gov

EVENT DATES: Friday May 31, 2024

EVENT TIMES: 6 p.m. – 8 p.m.

DESCRIPTION OF EVENT: St. Paul Police Recruit Academy Graduation

2. **LICENSE:** Subject to the terms and conditions of this Agreement, St. Thomas hereby grants Licensee a license to use

**the O’Shaughnessy Educational Center:
Auditorium, Classrooms 305 & 306**
anticipated guest count of 400

for the Event on and during the Event Dates and Times, a nonexclusive right of access through those portions of St. Thomas property that are reasonably necessary to gain access to the Locations, and a non-exclusive right to access those portions of St. Thomas property that are open to the general public (collectively, the “Licensed Space”).

3. **ACCESS TO LOCATIONS:** Licensee and Participants may not enter the Locations before the earliest designated reservation time on the first Event Date and must vacate and remove all Licensee and Participant property and equipment from the Locations before the latest designated reservation time on the last Event Date (“Licensed Times”). The cost to use the Locations is included in the License Fee. The License Fee will be increased by the Overage Rate for each hour that Licensee, Participants or their respective property or equipment occupy the Locations outside the Licensed Times.
4. **INCLUDED SERVICES:** St. Thomas will make available the Included Services at no incremental cost to Licensee.
- 5 hour pre- and 1 hour post-event for Licensee representatives (does not include guests)
 - On Site Event Manager
 - Dedicated Audio Visual Equipment (existing equipment in facility being rented)
 - Floor plan and room design
 - Set up and use of staging, tables, chairs, linens, china, glassware and flatware as appropriate for final guest count and menu

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5. **ADDITIONAL SERVICES:** St. Thomas may provide Licensee with the Additional Services for an additional fee indicated below if (a) Licensee provides St. Thomas with a written request for the Additional Services with sufficient advance notice to allow St. Thomas to arrange the services, and (b) St. Thomas reasonably considers such services to be available.

- Bar service and staff (hourly rates apply)
- Public Safety officers (required for events with alcohol service, hourly rates apply, minimum 3 hours)
- Additional equipment rental (tables, chairs, tents, staging, pipe & drape, carpeting, etc.).
- Audio Visual Equipment (delivered)

6. **FOOD AND BEVERAGE SERVICE:** All food and beverage served on the St. Thomas campus must be provided by the St. Thomas Dining Services Department. **No outside catering and/or food items may be served during the Event without written authorization from the Director of Dining Services at St. Thomas.** Menu prices are not guaranteed until ninety (90) days prior to the Event. 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 fourteen (14) business days prior to the date of commencement of the Event. A 24% service fee and applicable State, County and City Sales Taxes are not included in any menu pricing and will be added to the final invoice.

Licensee guarantees a **minimum Food & Beverage purchase of \$0.00**

Final catering invoice may be higher due to final selections and final guest counts.

St. Thomas policy dictates that no food may be removed at the conclusion of the Event in order to be in compliance with state health requirements.

If Licensee or Participants desire to serve, possess or consume alcoholic beverages in any Locations, Licensee must obtain from and submit to the Director of Dining Services a properly completed Request to Serve/Use Alcoholic Beverages Form at least thirty (30) days prior to the first Event Date. Individuals possessing or consuming alcoholic beverages on the St. Thomas campus must be twenty-one (21) years of age or older. Licensee and Participants are not permitted to store, possess or consume alcoholic beverages in the Licensed Space without the prior written authorization of the Director of Dining Services.

7. **LICENSE FEE:** Licensee agrees to pay St. Thomas the sum of \$ 1,500.00 for the use of the Licensed Space described above in accordance with this Payment Schedule:

\$ 1,500.00 due upon execution of this Agreement by Licensee;
Outstanding balance is due within thirty (30) days of receipt of final invoice

The License Fee is calculated as follows:

Rental Fee for use of OEC Auditorium (<i>Standard rate \$3,000</i>).....	\$1,500.00
Rental Fee for use of OEC Classrooms 305 & 306 (<i>Standard rate \$600 each</i>).....	<i>Complimentary</i>
Minimum Food and Beverage Order	<i>WAIVED</i>
Total License Fee.....	\$1,500.00

8. **GUARANTEE:** The License Fee shall be adjusted up or down based on the actual number of participants using the Licensed Space described above. Regardless of the actual number of attendees, the License Fee shall not be less than 100% of the Total License Fee amount stated above (the Minimum Fee).
9. **EVENT PLANNING:** The Conference and Event Services Manager for the Event will serve as primary contact and St. Thomas liaison for the Licensee and the Event. The Licensee will work with the St. Thomas Conference and Event Services Manager to coordinate any activities related to the Event that will be taking place in the Facilities and on St. Thomas 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.
10. **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 fourteen (14) business days prior to the commencement of the Event.
11. **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 fourteen (14) 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.

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12. **VENDORS:** All vendors and external services contracted by the Licensee for the Event must be authorized through St. Thomas Conference and Event Services. Unauthorized vendors, deliveries, services, and service providers may be denied access to the Facilities at the discretion of any St. Thomas representative. St. Thomas 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 twenty-one (21) business days prior to the commencement of the Event.
13. **PUBLIC SAFETY SERVICES:** The St. Thomas Public Safety Department ("Public Safety") manages public safety services at St. Thomas including security and emergency responses. Licensee must arrange for a consultation with the Public Safety Special Events Manager (651-962-5107) promptly after the Effective Date to obtain Public Safety requirements, related information and charges for the Event. Public Safety charges are not included in the License Fee. Public Safety may conduct a needs assessment of public safety services in consultation with Licensee. Based on this assessment, Public Safety may develop a safety plan for the Event, which may establish parking, city permit and staffing requirements for the Event, which could include the use of Public Safety officers, police, fire, paramedics or other emergency response staff. Public Safety will obtain and coordinate this staffing. No other law enforcement, security or emergency medical response personnel may be used without the approval of and coordination by Public Safety. Licensee and Participants are prohibited from identifying themselves as security, public safety, police, fire fighters or paramedics or similar authorities for the Event. Licensee agrees to cooperate with any and all Public Safety, security and emergency operations, directives and requirements as communicated to Licensee by Public Safety.
14. **PAYMENT SCHEDULE:** Licensee will pay St. Thomas the Deposit and the Remainder in accordance with the Payment Schedule. Licensee will pay any charges for Additional Services, Food and Beverage Services, and Public Safety Services (collectively, "Incremental Fees"), adjusted by any Adjustment, within thirty (30) calendar days following the last Event Date. If Licensee incurs no Incremental Fees and the Adjustment results in a refund due to Licensee, St. Thomas will pay any refund to Licensee within thirty (30) calendar days following the last Event Date. Failure to return a signed copy of this Agreement with any required Deposit in accordance with the Payment Schedule may void this Agreement at the discretion of St. Thomas, upon notice to Licensee.
15. **CANCELLATION:** Licensee may cancel this Agreement at any time by giving written notice of cancellation to St. Thomas. If Licensee cancels this Agreement more than sixty (60) days prior to the first Event Date, Licensee will forfeit all sums paid prior to the date of cancellation. If Licensee cancels this Agreement sixty (60) or fewer days prior to the first Event Date, Licensee will pay St. Thomas the Minimum Fee. St. Thomas may cancel this Agreement upon written notice to Licensee should unforeseen circumstances occur that make it inadvisable, illegal or impossible for Licensee to occupy any of the Locations. If St. Thomas cancels this Agreement due to unforeseen circumstances, St. Thomas will give prompt notice of the cancellation to Licensee and will return all sums paid by Licensee. If Licensee fails to adhere to any of the terms and conditions of this Agreement, St. Thomas reserves the right to cancel this Agreement immediately by giving written notice to Licensee.
16. **FORCE MAJEURE:** Neither party will be responsible for delays or failures in performance to the extent such delay or failure is caused by any reason beyond the control of such party, or by reason of any of the following occurrences: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, governmental regulations imposed after the fact, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrences.
17. **USE:** Licensee will use the Licensed Space for the Event and no other purpose. In its use and occupancy of the Licensed Space and its operations of its business and the Event, Licensee must comply with all applicable local, state and federal laws, regulations and ordinances, and St. Thomas policies and regulations. Licensee shall not suffer any waste on the Licensed Space, use the Licensed Space in a manner that would constitute a public or private nuisance or be dangerous to person or property, cause harm to St. Thomas employees, students, volunteers or invitees, or cause harm to St. Thomas financially, in reputation or otherwise. St. Thomas will access the Licensed Space throughout the duration of the Event as necessary for St. Thomas to use its adjoining properties, assure compliance with this Agreement and other St. Thomas policies and regulations, and to maintain the Licensed Space and other St. Thomas property.
18. **TOBACCO AND DRUGS:** The use of tobacco and smoking products, including but not limited to e-cigarettes, and the illegal use, possession and trafficking of drugs is prohibited everywhere on St. Thomas property.

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19. **SUPERVISION AND DAMAGE:** Licensee agrees that all Participants are under Licensee's direct and complete supervision and control, Licensee is solely responsible for supervising Participants, and St. Thomas will have no responsibility for supervising Participants. Licensee will ensure that Participants only access the Licensed Space and adhere to all St. Thomas policies and regulations applicable to Licensee, Participants and use of the Licensed Space, and Licensee will enforce such policies and regulations. Licensee is liable for any damage to the Licensed Space or St. Thomas property caused by any act, omission or negligence of Licensee or any Participants. St. Thomas may, at its option, repair damage caused by Licensee or Participants, and Licensee will reimburse and compensate St. Thomas as additional charges for the reasonable cost of such repair or damage, within five (5) days of receiving a statement by St. Thomas for the same. Licensee must pay the Cleaning Fee for any condition beyond the ordinary wear and tear expected to the Licensed Space from the Event that requires cleaning.
20. **SHIPPING & RECEIVING:** Items shipped to St. Thomas for use during the Event must be shipped for receipt no earlier than three business days prior to the first Event Date. Items shipped by freight or special courier should be shipped to: University of St. Thomas, 2115 Summit Avenue, Central Receiving, Cretin Avenue at Summit Avenue, Saint Paul, MN 55105 – Attn: Marguerite von Duerckheim/_____. Items shipped via USPS, FedEx, or UPS should be mailed to: Marguerite von Duerckheim, University of St. Thomas, Mail # 5049, 2115 Summit Avenue, Saint Paul, MN 55105 – Attn: _____. Any items received by St. Thomas earlier than three business days prior to the first Event Date may be subject to daily storage fees or may be returned to sender at Licensee's expense. **Please note: the University does not have Saturday or Sunday delivery options.**
21. **ADVERTISEMENTS, SIGNAGE AND INTELLECTUAL PROPERTY:** Licensee may not use the St. Thomas name, logos, trademarks, tradenames or related marks (including but not limited to St. Thomas school colors or branded color schemes) in any manner without the prior written consent of St. Thomas. Licensee must obtain the prior written consent of St. Thomas regarding the nature and placement of any temporary signage directing Participants to the Locations and comply with any St. Thomas directives regarding the installation of approved signage.
22. **CONDITION AND ACCESSIBILITY:** Licensee accepts the Licensed Space in its current condition, and St. Thomas makes no representations or warranties regarding whether the Licensed Space complies with the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.) or the Minnesota Human Rights Act (Minn. Stat. § 363A.09, et seq.) ("Applicable Laws"). St. Thomas is not liable for any claims made by Licensee or Participants under the Applicable Laws regarding accessibility of the Locations, and Licensee agrees to defend and indemnify Releasees against any such claims.
23. **INSURANCE:** Licensee, at its own expense, must obtain event or general liability insurance coverage for the Event and its use of the Licensed Space, in the amount of One Million Dollars (\$1,000,000.00), plus defense costs, per occurrence and Two Million Dollars (\$2,000,000), plus defense costs, aggregate coverage or such other amount as St. Thomas reasonably determines and must deliver to St. Thomas within five (5) days of the Effective Date a certificate of insurance naming St. Thomas as additional insured and policy holder. During the term of this Agreement, Licensee must provide St. Thomas with thirty (30) days' notice prior to cancellation of such policy. Licensee also must obtain and maintain, at its own expense, required workers' compensation insurance and any other insurance required by law.
24. **WAIVER:** In consideration for the opportunity to use the Licensed Space, Licensee, on behalf of itself and all Participants, hereby waives, releases and holds harmless Releasees to the fullest extent permissible by law, with respect to any and all claims of loss, injury, disability, death or damage to persons and property and any legal claims arising out of or in connection with the Event or Licensee's or the Participants' use of the Licensed Space or any St. Thomas property, whether arising from the negligence or carelessness of the Releasees or otherwise, except for Losses resulting from the gross negligence or willful misconduct of St. Thomas ("Claims").
25. **INDEMNIFICATION:** To the extent permitted by law, Licensee shall defend, indemnify and hold harmless the Releasees from and against: (a) any and all Claims, including but not limited to the reasonable attorneys' fees and costs incurred by the Releasees; and (b) any obligation imposed on St. Thomas to pay any withholding taxes, social security, unemployment insurance, workers' compensation insurance, disability insurance or similar items, including interest and penalties thereon, in connection with Licensee's employment of or acceptance of services from any Participant in connection with the Event. St. Thomas assumes no liability for any property placed or left in the Licensed Space by Licensee or Participants.
26. **NO SUBLICENSE OR ASSIGNMENT:** Licensee may not sublicense any portion of the Licensed Space or assign any of Licensee's rights and obligations under this Agreement without the prior written consent of St. Thomas. Any consent by St. Thomas will not constitute a waiver of this provision for any future sublicense or assignment nor will it constitute a release of Licensee from its obligations under this Agreement.

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27. **MISCELLANEOUS:** Time is of the essence in this Agreement. This Agreement will be governed by the law of the State of Minnesota, without regard to its conflicts of laws principles, with venue in the courts located in Ramsey or Hennepin County, Minnesota, and the parties consent to the personal jurisdiction of such courts. This Agreement and the Attachments constitute the complete agreement between Licensee and St. Thomas with respect to the subject matter of this Agreement, and no amendment to this Agreement will be valid unless in a writing executed by authorized representatives of both Licensee and St. Thomas. If any portion of this Agreement is deemed invalid and unenforceable, the remainder of this Agreement will remain effective to the extent permitted by law. This Agreement and the covenants and conditions contained in this Agreement will inure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators and permitted successors and assigns.
28. **ATTORNEYS' FEES AND EXPENSES:** If either party brings an action related to this Agreement against the other Party, the prevailing party will be entitled to recover from the other its reasonable costs and expenses, including reasonable attorneys' fees and costs, in connection with such actions.

To evidence the parties' agreement to this Agreement, authorized representatives of the parties have executed it on the dates set forth below.

LICENSEE:

Printed Name: _____

Title: _____

/sig/: _____

Date: _____

UNIVERSITY OF ST. THOMAS:

Department of Catering & Event Services

St. Paul, Minnesota

By: Marguerite von Duerckheim

Title: Manager

/sig/: _____

Date: _____

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