

STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
MINNESOTA STATE UNIVERSITY, MANKATO  
OCCUPANCY AGREEMENT

THIS AGREEMENT is between the Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato (“Licensor”), and South Central, 1610 Commerce Dr., Mankato, MN 56003 (“Licensee”), and is governed by Minnesota law.

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

Locations: School Auditorium (*the “Space”*)

Date and Time: March 17, 2006 from 7:00 a.m. to 3:00 p.m.

Description of Activity or Event: A Party

The parties agree that this agreement does not create a landlord-tenant relationship between them. Licensor is permitting Licensee to use the Space according to the terms of this Agreement. 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.

1. FEE. For its use of the Space, Licensee agrees to pay to Licensor a fee based on the following:
  - a. For use of the space identified above: \$10
  - b. Normal janitor services and utilities are included in the rental rate. Changes in set-up or additional clean- up shall be reimbursed at the rate of \$28.50 per hour per janitor.
  - c. Licensee shall be responsible for any needed security services, either through use of Licensor’s security services at a rate of \$28.50 per hour per student guard or through a private company. All security plans shall be approved by the Licensor’s Director of Security prior to the event.
  - d. Early opening or late closing of the rental space will be billed at the rate of \$28.50 per hour.
  - e. Any technical needs will be billed at the rate of \$25.00 per hour.
  - f. Utilities shall be included in the rental rate.
  - g. Any charges incurred during the course of the agreement are due in full upon 30 days receipt of invoice from Licensor.

h. Only Pepsi Cola products may be sold or served on the university campus.

2. CONTRACT ADMINISTRATION.

Licensee's authorized agent: Jane Doe

Address: 160 Commerce Dr., Mankato, MN 56003

Phone: 507-

Licensor's authorized agent: Mike Hodapp

Address: 220 Centennial Student Union, Mankato, MN 56001

Phone: 507-389-2220

Fax: 507-389-5539

3. MAINTENANCE OF SPACE. Licensee has examined and knows the condition of the Space. Licensee agrees to maintain the Space in a reasonably clean and sanitary condition. After Licensee vacates the Space, Licensor will inspect the Space and make any repairs or replace any missing or destroyed property, as it deems appropriate. If the cost of repairs or replacement exceeds \$50.00, Licensor shall be entitled to obtain payment of such amount from Licensee. Licensor will submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days of receipt of invoice.
4. RULES AND REGULATIONS. Licensee agrees to honor and abide by all rules and regulations set forth by Licensor during its occupancy of the Space, which includes complying with "No Smoking" regulations.
5. LICENSEE'S INSURANCE. Prior to Licensee's occupancy of the Space, Licensee shall provide Licensor with a certificate of commercial general liability and property damage insurance naming Licensor as an additional insured and reflecting coverage to \$1 million combined single limit liability. Licensee shall maintain this coverage at its sole expense during its use of the Space. The liability certificate may be sent to Geri McCarthy, 238 Wigley Administration Center, Mankato, MN 56001. Licensee shall maintain this coverage at its sole expense during its use of the Space.
6. 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.
7. 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.
8. 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.

9. 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.
10. 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.
11. CANCELLATION. This agreement may be canceled by either party at any time, for any reason, upon 30 days written notice to the other party.
12. INTERRUPTIONS. The Licensor shall not be responsible for any loss to the Licensee due to temporary or permanent suspension of operation for causes out of the authority and control of the Licensor. Such suspension(s) may be due to, but not limited to, mechanical failure, weather conditions, demonstrations, disruptions, threat of riot, acts of God or emergency shutdowns of the Licensor (i.e., due to weather, energy, labor disputes, etc.).

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

APPROVED:

**1. LICENSOR: MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**MINNESOTA STATE UNIVERSITY, MANKATO**

Reservation confirmed:

By
Title Interim Director, CSU
Date

Approved:

By
Title V.P. for Finance and Administration
Date

**2. LICENSEE: NEW COMER ON THE BLOCK**

By
Title
Date

**3. AS TO FORM AND EXECUTION:**

By
Title Contracts Coordinator
Date