



Short-Term Facility Use Agreement

(less than one year)

This Agreement is made by and between the University of North Dakota, hereinafter referred to as University, and _____ hereinafter referred to as Sponsor.

WITNESSETH:

THAT WHEREAS, the University owns certain facilities described in this Agreement which, from time to time, are available for rent; and

WHEREAS, Sponsor desires to rent those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the University and Sponsor agree as follows:

1.0 GRANT:

The University hereby grants permission to Sponsor to use the following described facility: _____ hereinafter referred to as Facility, for the purpose of _____.

2.0 TERM:

2.1 Sponsor shall be permitted to use and occupy the Facility from _____ on _____ to _____ on _____ for the purpose stated above.

2.2 Time shall be of the essence of this agreement, and the time granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the Facility Manager, hereinafter referred to as Manager; and all additional time shall be paid for according to the schedule of fees as established by the University.

2.3 In the event that the Facility is not vacated by Sponsor at the time specified in this Agreement, the University shall be and is hereby authorized to move from Facility, at the expense of Sponsor (including any storage costs), goods, wares, merchandise, or other property of any kind and description, which may be then occupying the Facility. The University shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reasons of such removal or the place to which it may be removed, and the University is hereby expressly released from all claims for damages of whatever kind or nature.

3.0 FEE:

Sponsor shall pay a fee of \$. This fee includes: .

4.0 PAYMENT:

Sponsor agrees to pay all fees due under this contract in cash, certified check, or bank cashier's check.

5.0 APPLICABLE LAWS:

Sponsor agrees to comply with all laws, ordinances, and rules of the University, the City of Grand Forks, the State of North Dakota, and the United States, together with all rules and regulations of the Police and Fire Departments of the City of Grand Forks applicable to the use of Facility and to pay all taxes imposed by law in connection with its use and occupancy thereof. The parties agree that the Northeast Central Judicial District Court located in Grand Forks, North Dakota, shall have exclusive jurisdiction over any legal proceeding arising out of or related to this Agreement.

6.0 RESTRICTIONS ON USE:

Sponsor agrees that it will not stage any act or performance in which fire or flames are involved without the prior approval of UND Safety.

7.0 ADVERTISING:

The University's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval by the Manager.

8.0 CAPACITY:

Sponsor agrees that it will not distribute, or permit to be distributed in any manner, tickets in excess of seating capacity, which for this event is , nor admit a larger number of persons than can safely and freely move about in the space contracted for; and the decision of the Manager in respect to questions raised under this paragraph shall be final.

9.0 ALTERATIONS, DECORATIONS, AND DAMAGE:

- 9.1 Sponsor shall not injure, mar, or in any way deface the Facility and shall cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. Also, Sponsor will not drive, or permit to be driven, nails, hooks, tacks, or screws into any part thereof, and will not make or allow to be made any alterations of any kind without the written permission of the Manager.
- 9.2 If Facility, during the term of this Agreement, shall be damaged by the act, default or negligence of Sponsor, or Sponsor's agent, employees, patrons, or any person(s) admitted to the Facility by Sponsor, Sponsor shall pay the University, upon demand, such sum as shall be necessary to restore said Facility to its original condition.

10.0 ADDITIONAL USERS:

Sponsor understands and agrees that during the term of this Agreement, other events may be held in other parts of the described Facility, and Sponsor shall so conduct its activities so as to not interfere with those events.

11.0 VIOLATION:

If at any time the uses of the Facility by the Sponsor violate an applicable rule, ordinance, or law of the University, the State of North Dakota, or the United States of America, Sponsor shall either cease and desist from continuing the use causing the violation or surrender the Facility forthwith upon demand of the Manager.

12.0 INDEMNIFICATION:

Sponsor agrees to defend, indemnify, and hold harmless the University and its officers and employees, from and against claims based upon the vicarious liability of University or its agent(s), but not against University's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Sponsor to University under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the University is necessary. Sponsor also agrees to defend, indemnify, and hold the University harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

13.0 INSURANCE:

Sponsor agrees to obtain, at its own cost and expense, general liability insurance in the sum of not less than \$1 million dollars per occurrence; and Sponsor shall, at the time of the execution of this Agreement, furnish University with a copy of said policy or a certificate that such insurance has been issued, and University shall be named as an additional insured thereunder.

University is allowed to waive liability insurance according to SBHE Policy 909. This applies to only for nonprofit groups and small events. University may, as an alternative to insurance and at its sole discretion, allow Sponsor to provide liability waivers signed by all adult participants or a parent or guardian of child participants releasing the University from liability. In some instances, both insurance and signed liability waivers may be required. UND Risk Management is responsible for administering this requirement.

13.1 Insurance waived for: nonprofit group small event OR waivers substituted for insurance

(Initials)

13.2 Both insurance and liability waivers required.

(Initials)

14.0 ASSIGNMENT:

Sponsor shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of the University.

15.0 INDEPENDENT CONTRACTOR:

Sponsor is an independent contractor and not the agent or employee of the University.

16.0 INSPECTION:

Sponsor agrees that the Manager, or Manager's designee, may enter upon the Facility at all reasonable times to make inspection in conformity with this Agreement.

17.0 RE-ENTRY BY THE UNIVERSITY:

If the Facility should become vacant during the term of this Agreement, the University, or its representative, may reenter the Facility without being liable for any prosecution therefor, and may, at its option, re-rent the Facility and receive the rent, applying it: (1) to payment of such expenses as may be incurred in reentering and re-renting the Facility; then (2) to payment of rent due under this Agreement. If, after the payments prescribed above, there is still an amount owing to the University, Sponsor agrees to pay the balance to the University on demand. Nothing herein shall be construed as imposing any obligation on the University to re-rent or attempt to re-rent the Facility, or in any way affect the obligation of the Sponsor to pay the full of amount of rent due if the Facility is not re-rented.

18.0 DEFAULT BY SPONSOR:

If Sponsor defaults in the payment of the rent, or any part thereof, or defaults as to any of the terms of the Agreement, the University, at its option, may terminate the Agreement and reenter the Facility. Notwithstanding the reentry, Sponsor shall pay the full amount of the rental fee. If a suit or action is instituted by the University to enforce compliance with this Agreement, the University shall be entitled, in addition to the costs and disbursements provided by statute, to an additional sum for reasonable attorney's fees in an amount to be determined by the court.

19.0 ENTIRE AGREEMENT; MODIFICATION:

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

20.0 SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

21.0 WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

22.0 NON-DISCRIMINATION:

University and Sponsor agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the Sponsor agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this day of .

UNIVERSITY OF NORTH DAKOTA

By _____

(Printed Name)

(Title)

SPONSOR

By _____
(Signature)

(Printed Name)

(Title)

(Address)

(City, State, Zip)

(Phone)

(Email)