



License No.

UNIVERSITY OF MINNESOTA
FACILITY USE AGREEMENT
CLOQUET FORESTRY CENTER

THIS FACILITY USE AGREEMENT (the "Agreement") is effective as of April 21, 2026 by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "University"), and Mille Lacs Soil & Water Conservation District, a Minnesota State Governmental Subdivision ("Licensee"). This Agreement is entered into by the University through the Cloquet Forestry Center ("CFC").

I. GENERAL EVENT INFORMATION

- A. Name of Facility. Licensee will use the following building(s) and/or space(s) at University's Cloquet Forestry Center for the Event: Auditorium & Stine Room [insert name(s) of building and/or outdoor areas] ("Facility").
B. Name of Event. Licensee will conduct the following event at the Facility: MASWCD NE Area 3 Association Meeting (the "Event").
C. Date of Event. The Event will be held on the following date(s) and at the following time(s): Friday June 5, 2026 from 8:00 am to 4:00 pm [include set-up and take-down times and dates]. Licensee's use of the Facility pursuant to this Agreement will not exceed 50 separate calendar days.
D. Number of Attendees. The number of people expected to attend the Event is 65.
E. Fees. Licensee will pay University \$365 (the "Total Fee") for use of the Facility for the Event, subject to adjustment as provided in this Agreement. The Total Fee is due and payable upon receipt of an invoice.
F. Cancellation. Cancellation fees may be imposed in accordance with the CFC's Cancellation Policy, subject to the provisions of Section 12 below.

II. AGREEMENT

1. Grant of License. University grants to Licensee a license to use the Facility solely for the purpose of conducting the Event. Licensee is taking the Facility and equipment (if any) in "AS IS"

condition. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility during the Event, so long as such use does not unreasonably interfere with Licensee's use of the Facility. Licensee's use of the Facility shall conform to the requirements of this Agreement, the rules, regulations and procedures for use of the Facility, all University policies and rules, including the Safety of Minors policy, if applicable, and all applicable federal, state and local laws, ordinances, rules and regulations. In addition, Licensee agrees to use the Facility in accordance with all guidance published by the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH), and University related to the safe use of the Facility for the Event. The foregoing specifically includes, but is not limited to, all CDC, MDH and University guidance related to COVID-19.

**2. Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the building of which the Facility is a part. In addition, Licensee shall reimburse University for all maintenance and services provided at Licensee's request or required for the Event.

**3. Concessions; Food and Beverage.** Licensee shall not sell any concessions in the Facility or on any University property unless it has a Sales Permit issued by University. Food and beverages, including alcoholic beverages, may be purchased from the on-site caterer. Licensee agrees to complete an alcohol authorization form if alcoholic beverages will be served at the Event. All other arrangements for food and beverage must be approved in advance by University and are subject to applicable University policies and procedures, and rules and regulations.

**4. Alterations; Signs; Liens.** Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or around the Facility, without the prior consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

**5. Personal Property.** University is not responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or elsewhere on University property in connection with the Event.

**6. Indemnification.** To the extent permitted by law, Licensee releases and agrees to defend (with counsel reasonably satisfactory to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with Licensee's use of the Facility and/or other University property in connection with the Event; the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or Licensee's failure to perform or comply with this Agreement.

**7. Insurance.** Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage required below at least thirty (30) days prior to the Event or upon execution of this Agreement, whichever is earlier.

7.1. Check either (A) (B) or (C) below as applicable:

- (A) Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence; or qualified self-insurance subject to approval by University.
- (B) Proof that Licensee has purchased event liability insurance with a minimum limit of \$1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: <https://tulip.ajgrms.com/>
- (C) State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead. See attached Addendum.

7.2 Workers' Compensation/Employers Liability, to the extent required by law.

7.3 All insurance provided under Section 7.1(A) and 7.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured. Licensee shall provide written notice to University if any of the required insurance coverage is canceled, modified or non-renewed before the end of the term of this Agreement. Licensee shall maintain the insurance(s) described in this section for the entire term of this Agreement.

**8. Obligations at End of Agreement.** Licensee shall at the conclusion of the Event leave the Facility and equipment (if any) in the same good condition as when it took it. Licensee shall reimburse University for all costs University incurs to repair damage to the Facility or other University property or equipment arising out of or connected with the Event, unless the damage is caused solely by University, its officers, employees, agents or representatives.

**9. Notices.** All notices and other communications will be in writing and will be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed by the receiving party), or by overnight courier service or by first-class United States mail, certified or registered, return receipt requested, to Licensee at Attn: Paul Fish 635 2<sup>nd</sup> St SE Milaca, MN 56353, and to University at Cloquet Forestry Center, Attn: Facility Coordinator, 175 University Road, Cloquet, MN 55720, telephone 218-726-6400, email [cfc@umn.edu](mailto:cfc@umn.edu), with copies of notices of default to University of Minnesota, Office of the General Counsel, Director of Transactional Law, 200 Oak Street SE, Suite 360, Minneapolis, MN 55455.

**10. License Only; Remedies.** This Agreement represents a grant of a revocable license only, and not a lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

**11. Limitation of University Liability.** IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THIS AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE TOTAL FEE PAYABLE BY LICENSEE AS SET FORTH IN SECTION E.

**12. Cancellation Due to Uncontrollable Event.** The Event may be canceled by either party if an Uncontrollable Event makes it impracticable or inadvisable to conduct the Event. An "Uncontrollable Event" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Event is cancelled due to an Uncontrollable Event, neither party shall have any liability to the other, provided that any deposits or amounts paid by one party to the other shall be promptly refunded and Licensee shall reimburse University for all reasonable expenses incurred to the time of cancellation (including any expenses for which University then is and will remain unavoidably committed).

**13. Use of University Name or Logo.** Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or Facility or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event. In all material related to promotion, publicity or advertising of the Event, Licensee shall prominently place a disclaimer stating that the Event is conducted solely by Licensee and is not endorsed or sponsored by the University of Minnesota.

**14. Amendments.** Amendments to this Agreement must be in writing and duly executed by all the parties to be effective.

**15. Assignment.** Licensee shall not assign its rights under this Agreement without University's prior written consent, which University may grant or withhold in its sole discretion.

**16. Non-Waiver; Survival** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance. Licensee's obligations under Sections 4, 6, 8, and 12 and University's limitation of liability under Section 11 shall survive the expiration or earlier termination of this Agreement.

**17. Governing Law; Forum.** The laws of the state of Minnesota govern the validity, construction and enforceability of this Agreement. Suits relating to the construction, validity,

performance and enforcement of this Agreement must be brought in the state courts of Hennepin County, Minnesota.

**18. Entire Agreement.** This Agreement (including all exhibits and addenda, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

**19. Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one Agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counter part as if the original had been received.

**IN WITNESS WHEREOF**, University and Licensee have executed this Agreement as of the date set forth above.

**Regents of the University of Minnesota**

**Mille Lacs Soil & Water Conservation  
District, a Minnesota State Governmental  
Subdivision**

By: \_\_\_\_\_  
Name: Kyle Gill  
Title: Director of Operations  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_