

**North Dakota State University
Facility Use Agreement**

On this date, _____, subject to and in mutual consideration of the following terms and conditions:

Parties: The parties hereto are:

North Dakota State University (hereafter referred to as the University)
1301 12th Avenue North
Fargo, ND 58102

Event Sponsor (hereafter referred to as the Sponsor): _____

Address: _____

Phone: (_____) _____ Sponsor Contact Person: _____

The Sponsor agrees to comply with all provisions of the University's Standard Facility Use Agreement, which is hereby incorporated by reference into this agreement and made a part thereof. (See attached contract.)

Section I – to be completed by Sponsor

Title of Event: _____

Name & Title of Person Responsible for Event: _____

Telephone: (____) _____ Email Address: _____

Sponsor is a (circle one): For-Profit Corp. Not-for-Profit Corp. Other

If "Other," please describe: _____
(Political Purpose Use –see NDSU Policy 160.13)

Date(s) of Event/Period of Use:

From (mm/dd/yyyy): _____ to (mm/dd/yyyy): _____

State specific time: _____

From (mm/dd/yyyy): _____ to (mm/dd/yyyy): _____

State specific time: _____

From (mm/dd/yyyy): _____ to (mm/dd/yyyy): _____

State specific time: _____

From (mm/dd/yyyy): _____ to (mm/dd/yyyy): _____

State specific time: _____

Requested Use or Purpose of Facility (be specific): _____

Sponsor's Insurance Company Name(s): _____

Insurance Policy Number(s): _____

Insurance Company Address(es): _____

Sponsor's Insurance Broker/Agent Name: _____

Insurance Broker/Agent Address: _____

Insurance Broker/Agent Contact Person: _____

Contact Person Phone: (____) _____ Contact Person Fax: (____) _____

Special Accommodation Requests: _____

Anticipated security concerns (money transports, door security, band security, traffic, etc.):

Section II – to be completed by North Dakota State University

NDSU Contact: _____

Email: _____ Fax: (____) _____ Telephone: (____) _____

Property: _____
Street Address, City, State, Zip

Facility: (Building/Room/Suite/Floor/etc.) _____

Maximum Occupancy: _____ Estimated number of individuals attending Event: _____

Event: (Approved use or purpose) _____

Special security assignments: _____

Personnel	Number	Hourly Wage Per Person	Times
Custodian's	_____	_____	_____
Set-up & Take-Down Crew	_____	_____	_____
Vehicle Parkers	_____	_____	_____
Ticket Sellers & Takers	_____	_____	_____
Ushers	_____	_____	_____
Police	_____	_____	_____
_____	_____	_____	_____

Insurance/Indemnification: Sponsor agrees to assume all risk of and liability for and hereby defends, indemnifies, and holds harmless the state of North Dakota and its agencies, officers, and employees (State), from and against any and all claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. Sponsor shall also secure and keep in force during the entire term of the event noted herein, from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota, commercial general liability insurance covering any and all claims of any nature arising out of this agreement, naming the state of North Dakota and its agencies, officer, and employees (State) as additional insured's, and furnish a certificate of insurance showing the endorsement naming the State as additional insured's. The limits of liability required of the liability insurance coverage area at least \$250,000 per person and at least \$1,000,000 per occurrence. The endorsement to the policy will provide that the policy may not be canceled without 10 days' written notice to the State, shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the State and provide that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required by N.D.C.C. Section 54-12-08. Sponsor will deliver said certificate of insurance and endorsement to the University at least 10 days prior to the event.

Force Majeure: If the property is rendered unsuitable for the conduct of the Sponsor's activity by reason of force majeure, the University and the Sponsor are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, water event, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the University.

Alterations, Decorations, Construction, Damage, Duty to Repair: Sponsor has inspected and accepts the facility "as is," and agrees that the University shall have no responsibility for the condition of the facility to the Sponsor or to any of Sponsor's invitees or guests. Sponsor agrees that it shall be obligated to maintain the facility for the safe exercise of the event at Sponsor's sole cost and expense in accordance with the provisions of this agreement. Upon completion of the event, the Sponsor shall deliver the facility to University in substantially the same condition as existed immediately prior to Sponsor's use. Sponsor shall not injure, mar or in any way deface the premises and shall not cause or permit anything to be done whereby the premises shall be in any manner injures, marred or defaced and will not drive, or permit to be driven, nails, hooks, tacks, screws, or the use of adhesive materials into any part and will not make or allow to be made any alterations of any kind therein. Decorations must not disguise, cover, or interfere with any safety device, including fire safety equipment such as fire extinguishers, exit signs, sprinkler heads and piping, electrical panels, and fire alarm pull stations. Decorations shall not block, nor restrict the use of halls, exits, or stairways. The Sponsor shall be financially responsible for the repair and replacement of the property that is damaged. Repairs or replacement made shall be to the satisfaction of the University. Photos of the reserved space prior to repair will be used to verify requests for special damage repair fees. Sponsor's responsibility extends beyond that of any security deposit made by Sponsor. The Sponsor agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the property. Sponsor shall make no temporary or permanent modifications to the property without the prior written consent of the University.

Temporary Structures, Signs: No temporary structures or signs will be placed upon any University facilities, except upon the prior written approval, and all legally required permits are obtained. All such temporary structures and signs shall be removed before termination of the period of use.

Ingress/Egress: All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by the Sponsor and must not be used by Sponsor for any purpose other than ingress to or egress from the premises.

Delivery and Set Up: The Sponsor agrees to have a person present for load in and load out. The University will not sign for any items shipped for the Sponsor nor take any responsibility for them unless prior arrangements have been agreed upon.

Equipment: Sponsor agrees that it will not use the University's equipment, tools, furnishings, located in or about described facilities, without first seeking and receiving the written approval of the University Contact person. Sponsor agrees to only allow equipment in the facility to be operated by persons who have been trained and certified in its specific use. The use of outside equipment may be denied depending on the nature of the equipment and its impact on the rest of the facility. The University assumes no responsibility for equipment brought into the facility.

Concessions: Sponsor shall not sell or cause to be sold programs and/or novelties in or about the described facilities, except on written terms and conditions as established by the University. All rights to sell concessions at the event are reserved by the University, and the Sponsor will not be permitted to sell any beverages, confections, tobacco, or food for consumption at the facility, except as specifically granted to in this or additional written agreements.

Auxiliary Exclusive Services: All food and beverage items for meetings and events must be provided by the University Campus Catering or a licensed food service provider. *See North Dakota State University Policy Section 407.*

Solicitation/Distribution of Materials: No solicitation shall be conducted in or around the facility except by the employees of the University acting in the scope of their agency or employment; or by established student organizations, in accordance with University policy. *See North Dakota State University Policy Sections 700.3 and 154.*

Alcohol and Other Drugs: Distribution of alcohol and drugs to the public is strictly prohibited. The Sponsor agrees to take reasonable precautions to prevent the possession, sale, or use of alcoholic beverages, illegal drugs, and tobacco products. *See North Dakota State University Policy Section 155.*

Parking: The University agrees that existing parking facilities will be open to such traffic as is occasioned by the Sponsor's use of the facility, but the Sponsor agrees that the University need not hold such parking facilities for the exclusive use of such traffic. Vehicle regulations, including fire lane and handicapped parking zone restrictions, will be enforced at all times. Parking in the vicinity of the facility will be in accordance with University policy. Guaranteed parking is not part of this contract, and during University special events a fee may be required and/or parking may be prohibited in lots surrounding the facility listed in this agreement.

Media: Sponsor assumes responsibility for media individuals (photographers, reporters, student news, or professional media), and their equipment as used to cover the event in this agreement.

Maximum Occupancy: At no time shall Sponsor permit the number of individuals occupying the facility to exceed the maximum occupancy, nor shall the Sponsor fail to maintain an adequate minimum ratio of adults to minors, if applicable. The Sponsor shall also confine their event to the reserved space.

Waste, Quiet Conduct, Safety Compliance: Sponsor shall not permit any waste upon or to the facilities or engage in any activity that is unlawful or that constitutes a nuisance or that disturbs the quiet enjoyment of students, employees, or invitees of the University. Further, Sponsor shall not disturb the quiet enjoyment of adjacent properties, including creating sound levels equal or exceeding 85 db measured at the adjacent property line. The Sponsor agrees to use and occupy the facility in accordance with all University policies, regulations, rules, and practices and with all applicable municipal, state, and federal laws, including but not limited to fire codes. Sponsor represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that Sponsor will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. Sponsor acknowledges that the State has no duty to and will not provide supervision of the activity. The Sponsor is responsible for providing all necessary and appropriate safety instruction to all participants and attendees at Sponsor's activity.

Permits: Sponsor shall obtain, at its sole cost and expense, any additional permits and licenses that are necessary or required for Sponsors' use of the facility.

Copyright Fees, Royalties, & Other Licenses: If any material, composition or name to be used or performed at the event is copyrighted, the Sponsor is responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner of licensee of such copyright. The Sponsor agrees to be fully responsible for any fees, royalties and licenses in connection therewith.

Computer Use: Individuals who use the University's computers assume the responsibility of seeing that these resources are used in the appropriate manner. Misuse of computer facilities and equipment is considered a violation of University policy and regulations and may also be a violation of law if data of other computer users are disturbed or the privacy rights of individuals are violated. *See North Dakota University System Procedure 1901.2 and North Dakota State University Policy Section 158.*

Security, Code of Conduct, and Weapons: All University Police services desired by the Sponsor must be arranged for by special agreement with the University Police and Safety Office, and the Sponsor is responsible for all such costs. University Police, the Building Manager, and any other University operating personnel shall at all times retain the right to eject any person whose conduct is disorderly, unruly, unsafe, or otherwise objectionable. Unauthorized possession or use of weapons on University owned or controlled property is prohibited, unless permission for possession and/or use has been granted by an appropriate University official. Weapons include but are not limited to firearms, ammunition, explosives, swords, fireworks, pellet guns, paintball guns, etc. *See North Dakota State University Policy Section 706.*

Keys: Keys to buildings shall not be issued or loaned on any occasion to the Sponsor. Doors will be opened and locked by custodians, or other University personnel.

Non-Discrimination: If the use of the facility is open to the general public or any non-members of the Sponsor, then no person shall be denied the equal privileges and enjoyment of having free and open access to the facility on the basis of race, color, creed, religion, national origin, age, veteran's status, disability, or sexual orientation.

Animals: Only service animals are permitted in the facility. The Americans with Disabilities Act (ADA) and ND Law (ND Century Code Sec 5-13) allow service animals to accompany persons with disabilities on the NDSU campus. The ADA defines service animal as any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability. Leased or loaned animals used for the purpose of teaching and other related activities conducted by the University or the NDSU Equine Science Department must complete the NDSU Animal Loaner/Lease Agreement and attach as an addendum to this Agreement.

Abandoned Property: Any property left in the facility shall, after a period of ten days from the last day of use hereunder, be deemed abandoned and shall become property of the University to be disposed of or utilized at University's sole discretion.

Non-Assignment: Sponsor shall not assign this agreement in whole or in part to any other person, nor shall any other person use the premises or any portion thereof without the written consent of the University. The consent to one assignment shall not be deemed to be consent to another assignment. Any assignment without written consent shall be void and shall, at the option of the University, terminate this agreement.

Inspection: In addition to the University's express or implied right of entry under any other provision of this agreement, Sponsor shall permit the University to enter the facility at all reasonable times for the purposes of, but not limited to: inspecting the facility to determine whether Sponsor has complied or is complying with the provisions of this agreement; exercising any matters pursuant to applicable law or governmental regulations; and carrying out any purpose necessary, incidental or connected with the performance of any University obligation under this agreement.

Modification: This written agreement shall supersede and void all prior understandings whether written or oral and the terms herein shall bind the parties. Any modifications or amendments hereto must be done in writing and signed by the parties.

Severability: If any provision of this agreement should be found invalid or unenforceable, then the rest and remainder of the provisions shall remain valid and enforceable.

Governing Law and Venue: This agreement shall be governed by the laws of the State of North Dakota and venue shall lie in Fargo, North Dakota.

Cancellation/Termination: This contract may be canceled by either party without cause. The University may terminate this agreement at any time in its discretion. If the University terminates because Sponsor has violated the terms of this agreement, or because participants or attendees have violated laws or University policies, the Sponsor is obligated to make full payment of all fees under this agreement. Otherwise, termination by the University shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the University.

Addendum: *Facilities requiring special services such as, but not limited to: athletics, fine arts, equine, etc., may require the Sponsor to complete an additional Addendum per specific activities.*