

**Facilities Use Agreement
Minnesota State Academies
State of Minnesota**

This document, made this _____ day of _____, between the Minnesota State Academies, an agency of the State of Minnesota, and _____.

WHEREAS Minn. State. 128a.02 subd. 6, provides that the Board of the Minnesota State Academies is the trustee of the Academies' property, and;

WHEREAS the Board of the Minnesota State Academies by a resolution approved on June 1, 1992, has authorized the Superintendent of the Minnesota State Academies to make Academies' facilities available for profit and non-profit organizations or individuals and to determine the appropriate rental/damage deposit charges for that use and deposit all income pursuant to Minn. Stat. 128a.09, and;

WHEREAS _____, (herein after referred to as "USER") has expressed a need and desire to use facilities of the Minnesota State Academies described as follows:
for the purpose of:

WHEREAS it has been determined by the Superintendent of the Minnesota State Academies that this use of the above described facilities is of mutual benefit to both the Minnesota State Academies and the user;

NOW THEREFORE in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is agreed as follows:

1. The Minnesota State Academies agrees to make the facilities described above available for use by the user during the following dates and times: _____ at a fee of _____
2. Upon expiration of this agreement, staff of the Minnesota State Academies shall inspect the premises used by the user for damaged, missing or destroyed items, including but not limited to fixtures, equipment and machinery. Upon written notification by the Minnesota State Academies, user agrees to pay, restore or replace all damaged, missing, or destroyed items to the satisfaction of the Minnesota State Academies, subject to reasonable wear and tear. If damages exceed amount paid for use of indicated facilities, user will be held liable for all additional charges.
3. The Minnesota State Academies' authorized agent for the purposes of administration of this agreement is the Superintendent of the Minnesota State Academies.

4. The User's authorized agent for the purpose of administration of this agreement is: . Such agent will be responsible for insuring payment is made to the Minnesota State Academies pursuant to this agreement. If applicable, the agent will provide documentation of liability insurance along with this signed facility use agreement.
5. User shall neither assign nor transfer any rights or obligations under this agreement without prior written consent of the Minnesota State Academies; such consent not to be unreasonably withheld.
6. All amendments to this agreement shall be in writing, executed by the authorized agent of each party.
7. User agrees to indemnify and save and hold the State of Minnesota and the Minnesota State Academies and its' agents and employees harmless from any and all claims or causes of action arising from the user's use of the Academies' facilities, except to the extent arising from the negligence or willful misconduct of the State of Minnesota and/or the Minnesota State Academies.
8. The user understands that all academy buildings and grounds are alcohol and tobacco free and agrees to inform all participants of this status. The user further agrees to enforce the alcohol and tobacco free status of the Academies during use. The user also agrees to ensure that parking and speeding regulations are followed by participants during use.
9. The Minnesota State Academies reserves the right to terminate this contract upon reasonable notice.
10. The laws of the State of Minnesota will govern this agreement.

User Information		Minnesota State Academies	
(User's Signature)		(Superintendent's Signature)	
User's Name:		By:	
Agency:		Title:	
Address:		Date:	
City/State/Zip:			
Telephone:			
Date:			