MINNESOTA STATE UNIVERSITY
MOORHEAD

Comstock Memorial Union
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Addendum to Event Agreement
On-Campus Sponsor

This agreement shall be interpreted pursuant to the **laws of the State of Minnesota** between the State of Minnesota, acting through its agent Comstock Memorial Union of Minnesota State University Moorhead, (herein known as CMU) and the EVENT SPONSOR as identified on page 1 of this agreement. EVENT SPONSORS that are granted permission to use CMU facilities will be expected to comply with all appropriate CMU & UNIVERSITY policies and city, state and federal laws. It is understood that all parties identified herein wish to produce a totally professional and successful event or conference. These policies shall include:

1. **Meeting Space:** CMU will hold all function space for EVENT SPONSOR as specified. EVENT SPONSOR will finalize needs for function space, set-up requirements and equipment needs at least 7 working days prior to the event. EVENT SPONSOR will have use of **available** VCR/Monitors, slide projectors, overhead projectors, staging, tables, chairs, easels, podiums, and simple public address systems at no charge. Performance sound systems, portable lighting systems, follow spot lights, and other equipment are available through CMU at current rates.

   Smoking, tobacco and tobacco sales are prohibited on University property See http://web.mnstate.edu/aod/ for policy details. Minnesota statute prohibits the consumption and distribution of alcohol and illegal drugs on State University property.

2. **Building Management:** CMU shall at all times retain its right of management and control over any leased or scheduled facilities, including the following specific powers during events in CMU facilities; to enter and inspect all premises; to eject any person whose conduct is disorderly or otherwise objectionable; to enforce all necessary and proper management and operation of CMU.

3. **Alterations Of Facilities:** Any changes in the facility must be approved by the Director of CMU. Such changes will include, but will not be limited to the removal, relocation or addition of equipment, furniture, decorations, or stage properties. Alterations of existing facilities may result in service charges to the organization using the premises. Any unauthorized adjustments in the facility will be corrected by CMU at the expense of the EVENT SPONSOR.

4. **Decorations & Signs:** Decorations and signs may **NOT** be nailed or tacked to walls, floors or any other part of the building. **Masking tape is the only acceptable adhesive**. Scotch tape and duct tape are **NOT** permissible for attaching decorations to painted surfaces, wood walls, windows or wall paper. Labor charges will be assessed to the EVENT SPONSOR for the removal of released helium balloons. Decorations must not create a fire hazard. All decorations must be removed immediately following the event.

5. **Safety Regulations:** In the interest of personal safety all reservations for CMU facilities are approved on the assumption that the facility will not be used in excess of the normal seating capacity and will be used as it is normally equipped. All aisles leading to exit doors must be kept clear and unobstructed.

6. **Security:** The EVENT SPONSOR shall be responsible for exercising due care and reasonable control to ensure the safety and protection of persons and property at the event. The organization may be charged for the cost of necessary extra police or other security personnel retained by CMU. The number of such personnel shall be determined by CMU or the University on the basis of the nature of the proposed event, the number anticipated to be in attendance, and the past experience of the CMU & University with respect to similar events.

7. **Staff:** Arrangements for the services of electricians, piano tuners, engineers, audio-visual staff, sound & lighting technicians (if using CMU equipment), Building Managers, Campus Security, Moorhead Police, etc. shall be made through the CMU Event Services Office. Labor costs for these services will be billed to the EVENT SPONSOR. Certain events may require the building to be open prior to and/or after regular building operating hours. In such cases, the EVENT SPONSOR will be charged the current fee for staffing the building at such times.

8. **ADA Regulations:** In fulfilling the duties of this contract, the Event Sponsor must comply with P.L. 101-336 Americans with Disabilities Act of 1990, 42 U.S.C., Section 1210, et. Seq., and regulations promulgated pursuant to it.

9. **Electrical Power:** In the unlikely event of a loss of power at CMU, the CMU will NOT be held liable or responsible for any damage to equipment or delay of services caused to EVENT SPONSOR.

10. **Insurance:** Some events may require the EVENT SPONSOR to provide proof of insurance coverage for the event described within. In such cases, the EVENT SPONSOR shall procure and maintain insurance coverage for said event for claims or damages arising out of acts and activities of EVENT SPONSOR's event staff, EVENT SPONSOR sub-contractors or attendee's.

    In the event Insurance is required, upon signing this agreement, the EVENT SPONSOR must furnish a certificate of insurance to CMU from a company licensed to do business in the State of Minnesota. The certificate (Form CICC 701) must name the State of Minnesota, the Minnesota State Colleges and Universities Board, Minnesota State University Moorhead, Comstock Memorial Union, their officers, agents and employees as the insured; and contain the following minimum public liability coverages:

    - Bodily Injury in the amount of $200,000/$600,000;
    - Property Damage in the amount of $600,000 per occurrence;
    - Automobile Public Liability in the amount of $250,000/$600,000.

11. **Food And Beverage Service:** ***All catered food for events and activities in Comstock Memorial Union shall be prepared by MSUM Dining Services. Fifteen percent of Catering Expenses deducted from rental fee of room in which food was served. Fifteen percent will not exceed rental fee***. Menu arrangements should be concluded at least ten (10) days prior to each function and a guarantee of the number of guests at each function is needed at least two business days in advance. MSUM Dining Services will allow for a variance of 5% over the number of guests guaranteed in preparation of food. All rights for the sale or distribution of concessions (snacks, soft drinks, coffee, tea, non-alcoholic bars, etc.) are reserved to CMU. No alcoholic beverages are allowed on the Minnesota State University Moorhead campus.

12. **Credit & Master Account Arrangements:** Organizations shall pay all usual and customary charges established by the CMU for the use of facilities, equipment and related services. Payment is due upon receipt of invoice. CMU reserves the right to require advance payment of all or any portion of a charge associated with a reservation request.

13. **Cancellations:** The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorders, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal or impossible to provide facilities or to hold the event. Cancellation by EVENT SPONSOR, other than for reasons stated above, may require EVENT SPONSOR to pay a cancellation fee of 20% of Total Estimated Costs as identified on page 1.

    The University reserves the right to cancel this reservation if it conflicts in any way with the policies or regulations of the University regarding meetings or events on the campus or if it violates any federal, state, or local law. CMU reserves the right to change this reservation to other rooms with the understanding that, if possible, comparable facilities will be provided when the change is necessary.

14. **Responsibility:** The organization, its officers, and any individual applying to reserve space on behalf of the organization are responsible for the condition of the facilities used and the use to which they are put during the time reserved. The organization and such persons shall be responsible for all damage to or misappropriation by any guests, invitees, or non-member attendees, and shall reimburse CMU for any such damage or loss. No EVENT SPONSOR may assign his/her rights under any rental agreement, nor sublet any portion of the CMU premises.

15. **Indemnification:** The EVENT SPONSOR agrees to defend, hold harmless and indemnify COMSTOCK MEMORIAL UNION, MINNESOTA STATE UNIVERSITY MOORHEAD, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death of persons arising from the negligent or wrongful acts or omissions of CMU, their officers, agents, employees or representatives in the performance of its obligations under this agreement. This clause shall not be construed to bar any legal remedies EVENT SPONSOR may have for CMU's failure to fulfill its obligations pursuant to this agreement.

16. **Authorization:** The persons signing for the EVENT SPONSOR and CMU expressly warrant that they are authorized to execute this agreement for each group respectively for this engagement at the time and place specified in this agreement.

Revised 1/8/2013