

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (“Agreement”) is made on \_\_\_\_\_, between Michigan State University, a Michigan institution of higher education (“MSU”), and \_\_\_\_\_, a \_\_\_\_\_ (“User Group”).

The parties agree as follows.

1. Use of Premises. On the terms and conditions of this Agreement, MSU grants User Group a license to use a portion of the MSU Detroit Center located in the building at 3408 Woodward Avenue, Detroit, Michigan (the “Building”) further described as \_\_\_\_\_ (“Licensed Facilities”) during the time periods set forth below. This Agreement and the license granted herein are revocable as set forth in Section 13 of this Agreement. User Group acknowledges that MSU programmatic functions have first priority use of the Building and that it might become necessary for MSU to utilize the Licensed Facilities during the Use Period (as defined below). In such event, MSU will provide advance notice to User Group and will attempt to make reasonable accommodations for User Group to have access to comparable space in the Building during the Use Period. If no comparable space is available or if User Group does not wish to use such alternate space, MSU will refund any security deposit to User Group. The return of the security deposit shall be User Group’s sole remedy.

2. Term. This Agreement is effective from the date above and User Group may use the Licensed Facilities during the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ (“Use Period”). This Agreement shall expire at the end of the Use Period, subject to earlier termination as set forth in this Agreement.

3. Permitted Uses.

(a) The Licensed Facilities shall be used only for the purposes of the approved scheduled event(s).

Event Description: \_\_\_\_\_

(b) If the scheduled event includes participation by minors:

- (i) Unless a waiver is obtained from MSU’s Chief of Police, User Group certifies that all adults working or volunteering at the scheduled event have been subject to a criminal background and sex offender registry check within the last twelve months; and
- (ii) User Group agrees that all adults working or volunteering at the program will report suspected child abuse/neglect, sexual assault, or child pornography to the appropriate officials in accordance with *the University Reporting Protocols: Child Abuse, Sexual Assault, and Child Pornography* document. It is the responsibility of \_\_\_\_\_ to provide a copy of this document to all adults working or volunteering at the program.

4. Access. The User Group will be permitted access to the Licensed Facilities during normal operating hours for the Building. All access to the Licensed Facilities is conditioned upon User Group providing MSU with a detailed list of scheduled events and a list of all persons for which the User Group is requesting access to the Licensed Facilities.

5. Security Deposit and Use Fee. User Group shall pay MSU a non-refundable security deposit in the amount of Twenty-Five Dollars (\$25) upon execution of this Agreement to reserve use of the Licensed Facilities, which security deposit shall be applied to the use fee described in this section. If MSU does not receive the security deposit, MSU reserves the right to schedule the Licensed Facilities for use by another party. The User Group agrees to pay MSU a use fee of \_\_\_\_\_. All payments shall be made payable to **Michigan State University**. MSU will deliver an invoice to User Group for amounts due under this Agreement following completion of the User Group’s scheduled event and all amounts due must be paid within ten (10) days of User Group’s receipt of the invoice.

6. Additional Fees. In addition to the Use Fee, User Group agrees to pay all fees and charges incurred in connection with its occupancy of the Licensed Facilities resulting from access to the Licensed Facilities granted to the User Group outside normal operating hours. Routine janitorial services, restroom supplies and regular trash removal will be provided by MSU at no additional expense.

7. Care of Licensed Facilities. In addition to the other provisions of this Agreement, User Group agrees:

- (a) To comply with all applicable laws, ordinances or regulations of any governmental body having jurisdiction over the Facilities;
- (b) To comply with MSU's Ordinances (<http://trustees.msu.edu/ordinances/>) and the written **Rules and Regulations for the Building attached to this Agreement as Exhibit A, as may be amended from time to time;**
- (c) Not to damage any part of the Licensed Facilities or Building;
- (d) Not to permit any trade or occupation which is unlawful or any activity which would (i) create a hazard or otherwise would adversely affect any insurance in or on the Licensed Facilities or Building or (ii) unreasonably interfere with the use of the Building by MSU or other permitted users;
- (e) Not to place a sign on the Licensed Facilities or Building except that which MSU has first approved in writing;
- (f) Not to use the Licensed Facilities in such a way as to interfere with the other activities of MSU, including but not limited to classroom instruction and research;
- (g) Not to hold itself out to be an operating unit of or affiliated with MSU (any promotional or advertising materials prepared by User Group in which reference is made to MSU or User Group's operations in the Licensed Facilities shall be subject to prior review and approval of MSU);
- (h) Not to permit any employee, agent, customer or visitor of User Group to violate any obligation under this Agreement;
- (j) Not to bring any substances into the Building or licensed Facilities that could emit strong odors or fumes without prior written approval by MSU; and
- (l) Not to bring into the Building or the Licensed Facilities any hazardous materials regulated by applicable environmental laws.

8. Indemnification by User Group. User Group agrees to indemnify MSU from any claims of damage to any person or property caused by any breach of this Agreement by User Group or by any act, omission, or neglect of User Group and any of its employees, agents or invitees. MSU shall not be liable to User Group or to any other person for any damage to any person or property caused by any act, omission, or neglect of any employee, agent or invitee of User Group. This provision shall survive termination or expiration of this Agreement.

9. Insurance. User Group shall, during the Use Period, maintain comprehensive public liability insurance, issued by a reputable insurance company, licensed to transact business in the State of Michigan and reasonably acceptable to MSU, with limits of not less than one million dollars, (\$1,000,000) for bodily injury and death and not less than two million dollars (\$2,000,000) combined single limit of bodily injury, death and property damage, which insurance shall protect User Group against liability for any accident, injury or damage in or to the Licensed Facilities and shall include coverage for contractual indemnity obligations. User Group agrees to maintain, at User Group's own expense, property damage insurance (fire, casualty, etc.) in sufficient amounts to cover personal property owned by User Group and its agents located in the Licensed Facilities. User Group agrees to release MSU from all claims for loss, damage, cost or expense in connection with such personal property damage resulting from fire, casualty or other occurrence. For all insurance required to be maintained under this Agreement, User Group, upon request from MSU, shall send to MSU evidence of the coverage.

10. Alteration, Installations and Changes to the Rented Facilities.

- (a) User Group acknowledges that it has inspected the Licensed Facilities and deemed them suitable for the permitted use.
- (b) User Group may not make alterations, improvements or material changes to the Licensed Facilities without MSU's prior written approval.

11. User Group Default. The occurrence of any one or more of the following events shall be a default by User Group under this Agreement (a "Default"):

- (a) Failure to pay on the due date any Use Fee or additional fee set forth in this Agreement;
- (b) Failure to observe or perform any of its other obligations under this Agreement; or
- (c) After notice from MSU, User Group fails to cure any hazardous or dangerous condition that is created as promptly as is necessary to avoid harm.

12. MSU's Rights and Remedies. In addition to all other rights and remedies provided for at law or in equity, upon the occurrence of a Default, MSU shall have the following rights and remedies:

- (a) MSU may terminate this Agreement and revoke all rights granted under this Agreement by giving User Group written notice.
- (b) If MSU terminates this Agreement as provided above, MSU shall be entitled to recover from User Group all unpaid fees up to the end of the Agreement term, as well as any additional sums provided for by law (including attorney's fees) or as otherwise provided in this Agreement for which User Group is liable or for which it has agreed to indemnify MSU under the provisions of this Agreement.
- (c) If MSU terminates this Agreement and revokes the rights granted under this Agreement as provided above, MSU may exclude the User Group from the Licensed Facilities and use or allow others to use the Licensed Facilities at its discretion.
- (d) MSU may apply any or all of any prepaid fees to satisfy in whole or in part any obligations owed to MSU under this Agreement.
- (e) MSU may enter the Licensed Facilities and take such action as it deems necessary or appropriate to address a violation of the safety and operational policies of the Building.

13. Prohibition on Assignment. User Group shall not assign its interest in this Agreement. Any attempt by User Group to assign a right under this Agreement shall be void and without force or effect. Any permitted assignment shall not relieve User Group of any of its obligations under this Agreement.

14. Right to Use Not Exclusive. User Group acknowledges and agrees that (1) the Building consists of shared use facilities in which MSU and other third parties will have and exercise rights of use; the Licensed Facilities are for the exclusive use of the User Group only during the Use Period; (2) MSU retains the right to enter the Licensed Facilities as set forth in Sections 11(e) of this Agreement; (3) unless otherwise agreed in writing by MSU, MSU and its agents may enter the Licensed Facilities on an ongoing basis for purposes of maintenance, cleaning and janitorial services; and (4) this Agreement is revocable by MSU as set forth in Section 11. MSU may enter the Licensed Facilities at reasonable times and upon reasonable notice to User Group for purposes of determining compliance with safety and operation policies of the Building. In any emergency circumstances, MSU may enter the Licensed Facilities without notice. This Agreement does not create an interest in real property and User Group shall not record or make a record of this Agreement or any memorandum or summary of its terms.

15. End of Use Period. At the end of the Use Period, User Group shall be liable to MSU for any repair or replacements necessary in order to return the Licensed Facilities to good order and condition (reasonable wear and tear excepted).

16. Relationship of MSU and User Group. Neither party to this Agreement and none of the employees, representatives, agents, or independent contractors of a party shall be considered an employee, representative, or agent of the other party for any purpose whatsoever. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the parties. Neither party shall use any trademark, service mark or trade name of the other party, nor shall either party hold itself out as having any business affiliation with the other party, without having specific written agreement from the other party.

17. No Waiver of Breach. Any failure or neglect by either party to assert or enforce any rights or remedies because of any breach or default by the other party under this Agreement shall not prejudice any rights or remedies with respect to any existing or subsequent breaches or defaults. Acceptance of any partial payment from User Group will not waive MSU's right to pursue User Group for any remaining balance due nor shall any endorsement or statement on any check or any letter which acknowledges a check or payment as rent be deemed an accord and satisfaction.

18. Applicable Law and Venue. The Agreement shall be construed according to the laws of the State of Michigan. Notwithstanding anything in this Agreement or any other agreement between User Group and MSU to the contrary, the parties do not, and have not, waived any immunity from liability granted to them under applicable law.

19. Notices. All notices, demands, or other communications under this Agreement shall be in writing and shall be deemed given if served personally or sent by certified or registered mail, postage prepaid, or by fax and addressed as follows:

To User Group: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To MSU: **Michigan State University Detroit Center**  
**3408 Woodward Ave.**  
**Detroit MI 48201**  
**Attn: Director**  
**Telephone No.: 313 578-9700**  
**Facsimile No.: 313 578-9701**

20. Entire Agreement. This Agreement contains all the agreements and understandings made between the parties with respect to use of the Licensed Facilities and may only be modified in a writing signed by any authorized representative of MSU and User Group. If any provision of this Agreement shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. The titles and article headings are inserted only for convenience and are not to be construed as part of this Agreement.

21. Limitations of Remedies and Damages. MSU shall be in default of this Agreement if it fails to perform any obligation of it under this Agreement, and upon such default, User Group may terminate this Agreement by written notice. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH BY MSU OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE SOLE REMEDIES FOR MSU'S LIABILITY OF ANY KIND WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE USE OF THE LICENSED FACILITIES AND ALL OTHER PERFORMANCE BY MSU RELATED TO THIS AGREEMENT SHALL BE THE REMEDIES SET FORTH IN THIS SECTION. IN NO EVENT SHALL MSU'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, EVEN IF MSU SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

IN THE WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**MICHIGAN STATE UNIVERSITY**

**Organization Name:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature of \_\_\_\_\_

Signature of \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_