



UNIVERSITY OF MINNESOTA

Extension Program Fee Agreement*

The Regents of the University of Minnesota, through Extension (the "University"), agree to provide a program for **the City of Lake Elmo, Minnesota, a local government** (the "Organization"), on the following terms and conditions:

1. Description of Program: Lake Elmo Market Area Profile

2. Date, Location, and Time:
Date: **completed by 4/1/2015**
Location: **Lake Elmo**
Time: **TBD**

3. Payment Terms: For the Program described in Section 1, Organization shall pay University **seven hundred fifty and 0/100 dollars (\$750)**. Payment is due on the date of the Program or upon receipt of invoice. In the event Organization cancels for any reason, except for extraordinary causes beyond the reasonable control of Organization, Organization shall remain obligated for the full amount set forth in this paragraph unless notified by Extension.

4. Obligations of Organization. Organization agrees to provide the following accommodations, equipment, and material: **provide a planning committee for two planning meetings, meeting facility for both planning meetings and report presentation, advertising for the report presentation, and optional refreshments for all meetings. Extension will print 25 full-color reports and an electronic version of the report -- additional paper copies will be at the client's cost.**

5. Ownership of Materials and Presentation. The Program and all related materials provided by University shall remain the property of University. Organization is provided a license to use the material in connection with the Program, but Organization may not copy or distribute the material without the express written consent of University. University further owns all rights to the Program and related materials. The Program shall not be recorded or taped in any form without the express written consent of University.

6. Disclaimer. University makes no claims of any kind with respect to the Program and shall not be liable for Organization's reliance on any statements or demonstrations made during the Program. University's maximum obligation to Organization for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Organization under Section 3.

7. Complete Agreement/Governing Law. This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by University. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Organization in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement effective _____.

Regents of the University of Minnesota

By: _____
Name:
Title:
Date: _____

By: _____
Name: **Kyle Klatt**
Title: **Planning Director, City of Lake Elmo**
Date: _____
Address: **3800 Laverne Ave. N.**
Lake Elmo, MN 55042
Phone: **651-747-3911** Fax:

*Programs of 1-2 days and valued \$5,000 and less