



Avera Science and Nursing Complex  
Simulation Center

The **Mount Marty College Division of Nursing** hereby agrees to provide (name of Agency) (“**Agency**”), the use of **MMC Nursing Simulation Center** for scheduled trainings during the term \_\_\_\_\_ [date]\_\_\_\_\_ to \_\_\_\_\_ [date]\_\_\_\_\_ based on availability and resources.

NOW THEREFORE, it is agreed as follows:

**Simulation Training Services**

Mount Marty College is in the business of providing education. In keeping with the College’s mission of extending knowledge and its application beyond the boundaries of its campus, the MMC Nursing Simulation Center offers educational opportunities for non-college agencies based on availability and resources.

**Simulation Center Usage Charges**

The charges to the **Agency** will include per session charges based on the nature of each training session.

The College will send an invoice to Agency per scheduled training within the agreement term. Payments must be made within 30 days of invoice date. Checks should be sent to:

**Mount Marty College**  
Business Office  
1105 W. 8th Street  
Yankton, SD 57078

**Acknowledgement of Policy and Procedure**

The **Agency** will provide all its participants access to Mount Marty College Nursing Simulation Center Policies and Procedures Manual located at <https://www.mtmc.edu/about-us/facilities-rental/>. All **Agency** participants are expected to read and understand the document before the scheduled training events.

**Cancellation**

**Mount Marty College** reserves the right to cancel simulations based on inclement weather.

With the exception of inclement weather, cancellation by **Agency** may result in cancellation fees of \$250.00 if cancellation occurs within 10 business days.

## **Termination**

In the event of unforeseen occurrences or the failure of any or all of the Signatory(s) to comply with any covenant or term of the Agreement, the **COLLEGE** shall have the right to immediately terminate this Agreement by written notice to Signatory(s)'s representative.

## **Damages**

The **Agency** agrees to indemnify the **COLLEGE** for any damages in excess of ordinary wear to the building, furniture, equipment or other fixtures caused by an act of participants, employees or agents of the **Agency**. The **Agency** will be billed for any damages repaired by the **COLLEGE** including labor and materials. The **COLLEGE** does not assume responsibility for damage to or loss of any materials or equipment left in the MMC Simulation Center.

## **Agency's Liability**

The **Agency** shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on **COLLEGE** premises. The **Agency** agrees to indemnify and hold harmless, assume liability for and defend, Mount Marty College and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses, which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of **Agency**, in connection with **Agency's** operations, activities, occupancy, or use of the **COLLEGE** premises in relation to the terms of this agreement.

The **Agency** shall furnish to the **COLLEGE**, a Certificate of Insurance for the term of this agreement. Such insurance shall designate "**Mount Marty College, its officers, employees and agents**" as an additional insured under the policy. Such policy shall be issued and signed by an authorized agent, as evidence of **Agency's** financial ability to meet its obligation under this section.

The policy minimums will be:

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate
2. Automobile Liability: \$1,000,000 Combined Single Limit
3. Worker's Compensation: Statutory

Failure to provide a certificate of insurance at least 10 days prior to scheduled event shall result in cancellation and assessment of cancellation fees.

## **Entire Agreement**

This agreement constitutes the entire Agreement between the parties relating to use of the **MMC Simulation Center** and supersedes any previous agreements or understandings.

## **Governing Law/Overbearing Law**

This Agreement shall be construed according to the laws of the State of South Dakota

**Authority**

The person(s) signing below for the **Agency** are presumed to have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

The execution of this Agreement by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

Mount Marty College, Incorporated  
(Name of authorized signature)

Agency Name  
(Name of organization)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_