

## **FACILITY USE AGREEMENT**

The **University of Wisconsin-Whitewater**, department name (“University”), acting for the Board of Regents of the University of Wisconsin System (Board of Regents), hereby agrees to provide use of the (name of facility) to (name of Lessee) (“**LESSEE**”) on \_\_\_\_\_ (date), from \_\_\_\_\_ to \_\_\_\_\_ (time). Whereas, the University of Wisconsin owns and operates the (name of facility) and **LESSEE** desires to rent the same for the term of the lease, upon the following terms and conditions.

NOW THEREFORE, it is agreed as follows:

### **BASIC FACILITY CHARGE**

The **LESSEE** agrees to pay the **UNIVERSITY** the sum of (lease amount) for the use of (name of facility). The Basic Facility Charge shall include, and be limited to, making the Facility available for use in a heated, lighted, and clean condition and shall be paid by (date due) to the (name of payee).

### **CANCELLATION OR CHANGES IN (NAME OF FACILITY) REQUEST**

Written notification of cancellation by the **LESSEE** must be received by (name of facility) 14 days prior to the scheduled date of the **EVENT**. Notification of cancellation by the **LESSEE** received after 14 days prior to the **EVENT** will result in the **LESSEE** being held liable for the entire Basic Facility Charge and any Special Service Charges. **LESSEE** shall assume financial responsibility for charges generated by errors or omissions of scheduling information on their part. Any changes to the original Facility Request must be submitted 14 days prior to the scheduled date of the **EVENT** and must be in writing and signed by both parties. Should the conduct of the **EVENT** contemplated by **LESSEE** at the (name of facility) be prohibited or prevented by any laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an “Act of God”, strikes, labor disturbances, demonstrations, war, riot or other like cause, such game, contest or exposition shall be rescheduled, if practical, for a time mutually agreeable to the parties. Should such **EVENT** not be rescheduled, **LESSEE** shall reimburse the **UNIVERSITY** for its actual expenses incurred in anticipation of and preparation for such **EVENT**.

### **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 **UNIVERSITY** shall have the right to immediately terminate this Agreement by verbal notice to Signatory(s)’s representative.

### **DAMAGES**

The **LESSEE** agrees to indemnify the **UNIVERSITY** for any damages in excess of ordinary wear to the building, furniture, equipment or other fixtures caused by an act of players, coaches, employees, representatives, or invited or uninvited guests or spectators at the **EVENT**. The **LESSEE** will be billed for any damages repaired by the **UNIVERSITY** including labor and materials. The **UNIVERSITY** does not assume responsibility for damage to or loss of any materials or equipment left in (name of facility), on display, or in storage.

### **SPECIAL SERVICE CHARGE-ADDITIONAL BILLING**

It is agreed that the **UNIVERSITY** may unilaterally undertake to provide the **LESSEE** special janitorial and supervisory coverage including services which are sufficient in its discretion to restore the (name of facility) to a clean and orderly condition. **LESSEE** shall pay for all services necessary or desirable to properly maintain and operate the (name of facility) during the term of the lease including, although not limited to, traffic control, ticket selling and taking, ushering, officials, announcers, physical plant operation, and such other services as deemed appropriate by the Director of (name of facility). If the aforesaid services are arranged by the **UNIVERSITY**, then the **LESSEE** will reimburse the **UNIVERSITY** for all costs associated with the service (date breakdown of additional charges with amounts). The total custodial fees are (amount being charged).

### **SPECIAL REGULATIONS**

The **LESSEE** shall not permit players, coaches, employees, representatives, or invited or uninvited guests or spectators to bring onto, or possess on **UNIVERSITY** premises, animals, pets, weapons, contraband, alcohol, explosives, fireworks or other controlled substances. The **LESSEE** shall provide at least one adult supervisor for each 12 minors participating in the **EVENT**. For the purpose of the agreement, a "minor" is any person under the age of 18 years. The supervisor(s) shall be in charge of the group and shall be responsible for seeing that the terms and conditions of this agreement are met.

NOTE: If the named organization is operating multi-day or overnight programs for minors, then the name organization also agrees to ensure all employees, affiliates, and volunteers of the named organization have satisfied a criminal background check by a criminal background check vendor that includes a check of the named organization's proprietary national criminal background check database.

### **FOOD AND BEVERAGES**

- A. **LESSEE** may not sell, serve, or allow to be sold or served, food or beverages or refreshments of any kind at the (name of facility) except as follows:
- (1) Food or beverages purchased from (name of facility) vending machines may be consumed in designated vending areas; and
  - (2) **LESSEE** may contract for concessions services as provided by Sections B through C, below, and pay the (name of facility) a concessions license fee of 25% of concessions receipts (net of taxes). The (name of facility) reserves the right to

determine that sale of concessions is not appropriate for a particular **EVENT** at the (name of facility), or to limit the sale and consumption of such concessions to designated areas in the (name of facility).

- (3) If **LESSEE** wishes to contract for concessions services as provided by Section A. (2), above **LESSEE** may choose to contract with either a **UNIVERSITY** caterer, or a licensed, non-**UNIVERSITY** caterer. Options of **University** catering include (names of campus catering options, if any) (each of these choices may not be available for all events.)
- (a) If **LESSEE** chooses a **UNIVERSITY** caterer for the provision of concessions services, it is recommended that **LESSEE** make such arrangements at least thirty (30) days in advance of the **EVENT**.

- B. If **LESSEE** chooses a non-**UNIVERSITY** caterer, **LESSEE** must deposit a certificate of insurance with the **UNIVERSITY**'s (name and address of division), at least two weeks prior to the **EVENT**, with a copy provided to the (name of facility). Such policy may be issued to either the **LESSEE** or the caterer, and must meet the conditions specified in the **LESSEE**'s **LIABILITY** section of this Agreement.
- C. Immediately following the **EVENT**, **LESSEE** will reconcile the concessions receipts and pay the 25% concessions license fee to the (name of facility). **LESSEE** agrees to maintain complete records pertaining to concession sales, and agrees that the **UNIVERSITY** has the right to audit any such records as it deems necessary.

## **MERCHANDISE SALES**

- A. Except as otherwise provided herein, **LESSEE** may not sell, or allow to be sold, clothes, souvenirs, or merchandise of any type at the (name of facility) without the express written approval of the (name of facility).
- B. With the written approval of the (name of facility), **LESSEE** may sell at the (name of facility) merchandise that does not bear **UNIVERSITY** trademarks or the name or picture of **UNIVERSITY** facilities. Such merchandise must be in good taste, must not state or imply an endorsement of **LESSEE** or **EVENT** by the **UNIVERSITY**, and must be otherwise compatible with the **UNIVERSITY**'s policies governing advertising and commercial use of facilities. **LESSEE** shall provide the (name of facility) the proposed design for any merchandise to be sold, at least one month prior to the **EVENT**. The (name of facility) shall either approve or deny approval for the design within two weeks of receipt of design.
- C. Merchandise, including programs, bearing **UNIVERSITY** marks or the name or picture of **UNIVERSITY** facilities may only be sold by **LESSEE** pursuant to a written license agreement with the **UNIVERSITY**'s Director of Trademark and Licensing (campus address).
- D. Printed programs, if any, shall be provided by **LESSEE** and revenues generated by the sale of such programs may be retained by the **LESSEE**. Said programs may be sold in the (name of facility) by employees of **LESSEE**. The programs are subject to the restrictions

on use of **UNIVERSITY** facilities as specified in B and C above, and shall not state or imply an endorsement of **LESSEE** or **EVENT** by the **UNIVERSITY**.

### **SPONSORSHIP**

The **UNIVERSITY** or the (name of facility) shall not be deemed to be a sponsor of any activities conducted by **LESSEE** at the (name of facility) or elsewhere, and no literature or publicity shall indicate **UNIVERSITY** or (name of facility) sponsorship. Use of the (name of facility) for the purpose of commercial exploitation is prohibited. All posters, banners, etc., will be subject to approval by the Director of (name of facility).

### **STATUTES, RULES, AND REGULATIONS**

In the interest of personal safety of guests, students, and staff, the following rules must be followed: a)the (name of facility) is not to be used in excess of the normal seating capacity (approximately (capacity number) seats/spectators), b)all aisles leading to exit doors must be kept clear and unobstructed, exit doors must remain unobstructed so that the doors can be opened readily from the inside. **LESSEE** acknowledges that this Agreement is subject to all rules and regulations of the University of Wisconsin System and **UW-Whitewater**. **LESSEE** agrees to conform to those rules and regulations and be bound thereby. **LESSEE** further agrees that is shall conform to, comply with, and abide by all applicable laws of the United States, the State of Wisconsin, the rules and regulations of all jurisdictional governmental boards and bureaus, including the regulations of the Fire Department. Failure to comply with this provision will be grounds for termination of the **EVENT**.

### **ADA COMPLIANCE**

Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in **UNIVERSITY** facilities.

### **PARKING**

Parking in the vicinity of the facility will be in accordance with **UNIVERSITY** policy. **Guaranteed parking is not part of this contract**, and during **UNIVERSITY** Special Events a fee may be required and/or parking may be prohibited in lots that surround the (name of facility).

### **SUBLETTING OF FACILITY SPACE**

The **LESSEE** may not sublet their approved allocated date/time.

### **SPECIAL FACILITIES AND SERVICES**

Certain special facilities may be available in conjunction with the use of the (name of facility). If indicated below and reflected in the charge, these facilities will be available to the **LESSEE**. The **LESSEE** hereby specifically assumes responsibility for these facilities.

Those items indicated below will be made available under this Agreement:

|             |           |          |                     |
|-------------|-----------|----------|---------------------|
| Chalkboard  | Yes _____ | No _____ |                     |
| PA System   | Yes _____ | No _____ |                     |
| Scoreboards | Yes _____ | No _____ | Number Needed _____ |
| Tables      | Yes _____ | No _____ | Number Needed _____ |
| Chairs      | Yes _____ | No _____ | Number Needed _____ |
| Water Jugs  | Yes _____ | No _____ | Number Needed _____ |

(Locks and towel services will be available for a deposit.)

**LESSEE’S LIABILITY**

The **LESSEE(S)** shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on **UNIVERSITY** premises. The **LESSEE** agrees to indemnify and hold harmless, assume liability for and defend, the State of Wisconsin, the Board of Regents of the University of Wisconsin System 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 **LESSEE**, in connection with **LESSEE**’s operations, activities, occupancy, or use of the **UNIVERSITY** premises. The **UNIVERSITY** may, at its discretion, require the **LESSEE** to furnish a Certificate of Insurance. Such insurance shall designate “**the Board of Regents of the University of Wisconsin System, its officers, employees and agents**” as an additional insured under the policy. Such policy shall be issued with a minimum “A-“ AM Best rating, and signed by an authorized agent, as evidence of **LESSEE**’s financial ability to meet its obligation under this section.

The policy minimums will be:

Commercial General Liability (CGL):

|   |             |
|---|-------------|
| General Aggregate,                        | \$2,000,000 |
| Including Products & Completed Operations |             |
| Each Occurrence                           | \$1,000,000 |

When applicable:

|                      |                                   |
|----------------------|-----------------------------------|
| Automobile Liability | \$1,000,000 combined single limit |
|----------------------|-----------------------------------|

|                       |                  |
|-----------------------|------------------|
| Worker’s Compensation | Statutory Limits |
| Each Accident         | \$ 100,000       |
| Disease-Policy Limit  | \$ 500,000       |
| Disease-Each Employee | \$ 100,000       |

Deviation from these requirements and limits is only allowed with advance written permission of the **UNIVERSITY**'s Office of Risk Management. Please also note that, if **LESSEE** has no insurance coverage, **LESSEE** may be able to obtain "EVENT" liability insurance through University of Wisconsin Risk Management. The **LESSEE** further agrees that its liability under this agreement extends beyond the limits of this coverage and that **UNIVERSITY**, by not requiring a Certificate of Insurance or by accepting a Certificate of Insurance as satisfying the requirements of this section, accepts no liability under this clause.

                     **Insurance Required.** A Certificate of Insurance must be filed with the University Office of Risk Management, (campus address), at least 30 days prior to the **EVENT** with a copy sent to the (name of facility). Groups failing to file this certificate, when required, will not be scheduled.

**\*\*If you have any questions or concerns about providing insurance, please contact the UW-Whitewater Director of Risk Management for consultation at fredricl@uww.edu or by telephone at (262) 472-5723.\*\***

**ENTIRE AGREEMENT**

This agreement constitutes the entire Agreement between the parties relating to use of the (name of facility) and supersedes any previous agreements or understandings.

**GOVERNING LAW/OVERBEARING LAW**

This Agreement shall be construed according to the laws of the State of Wisconsin

**AUTHORITY**

The person(s) signing below for the **LESSEE** 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.

University of Wisconsin-Whitewater

Sponsoring Organization

(Name of authorized signature)

(Name of organization)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

(Name of facility Director)

Title: \_\_\_\_\_  
(Name of facility)  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTE: Please request enough time for your event as other (name of facility) events will not be pre-empted!**