

**ATTACHMENT D**

**UNIVERSITY OF WISCONSIN-MADISON  
RECREATIONAL SPORTS FACILITY USE AGREEMENT**

The University of Wisconsin-Madison Division of Recreational Sports, acting for the Board of Regents of the University of Wisconsin System, hereby agrees to make available the \*\*\*\*\*to the \*\*\*\*\* on\*\*\*\*\* from\*\*\*\*\*for the following purpose and none other: \*\*\*\*\*

The User hereby agrees to pay the University for the use of the Facility and equipment covered by the Agreement, and to comply with all terms of this Agreement.

**BASIC FACILITY CHARGE**

Facility Rental: Natatorium (\$40/hrs x 22 hours)	=	\$ 0.00
Equipment: (Tables, chairs, scoreboard controls)	=	\$ 0.00
Supervision: (Supervisors & lifeguards)	=	\$ 0.00
Set Up/Maintenance: Labor- (housekeeping supplies)	=	\$ 0.00
<u>Chemicals (\$15/day x 2 days)</u>	=	<u>\$ 0.00</u>
<b>TOTAL</b>		<b>*****</b>

The User agrees to pay the University the sum of \*\*\*\*\* and you will be invoiced after the conclusion of your event. The Basic Facility Charge shall include, and be limited to, making the Facility available for use in a heated, lighted, and clean condition.

**CANCELLATION**

Notification of Cancellation of a scheduled Event by the User must be in writing and received by the Recreational Facilities Office fourteen (14) days prior to the scheduled time of the Event. If this requirement is not met, full payment for all required staffing for the event will be the responsibility of the User.

Cancellation by the User after advance payment will result in forfeiture of the advance payment unless written notification is given 14 days prior to the scheduled time of the Event.

Contracts must be returned to our office two weeks prior to the scheduled event date for further signatures. If contracts are not returned within the designated time, the event will be canceled. In the event that the reservation is canceled because of an occurrence which is beyond control of the University, such as an "Act of God," civil disturbance, mechanical failure, or other like cause.

1. The University shall not be liable to the User for any damages caused by the cancellation.
2. The User will receive a refund of the advance payment and shall not be liable to the University for any costs incurred by the University under this Agreement certification is given 14 days prior to the scheduled time of the Event.

## **STATUTES, RULES, REGULATIONS**

The User acknowledges that this Agreement is subject to all rules and regulations of the University of Wisconsin System and University of Wisconsin-Madison, and shall conform to, comply with, and abide by all the laws of the United States and the State of Wisconsin, the rules and regulations of all jurisdictional governmental boards and bureaus, and agrees to conform to those laws, administrative provisions, additional Terms and Conditions and be bound thereby.

- Fire Restriction in compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity, and all aisles and doorways must remain unobstructed
- Smoking and/or, the possession, consumption of alcohol is prohibited.
- ADA Compliance with applicable provisions of the Americans with Disabilities Act is required for events held in University facilities.

**Failure to comply with the above provisions will be grounds for termination of the event.**

## **SPONSORSHIP**

The University of Wisconsin - Madison Division of Recreational Sports, shall not be deemed to be a sponsor of any activities or events conducted on or in Recreational Facilities, and no literature or publicity shall indicate University of Wisconsin - Madison Division of Recreational Sports sponsorship. Use of Recreational Facilities for the purpose of commercial exploitation is prohibited. All posters, banners, and other promotions will be subject to approval by the Director of Recreational Programs and Facilities.

## **DAMAGES**

The User agrees to indemnify the University for any damages in excess of ordinary wear to the building and outside areas, furniture, floor surface, equipment, or other fixtures caused by any act of players, coaches, employees, representatives, or invited or uninvited spectators for the User.

Additional charges for any damages will be computed on the basis of cost to the University, including labor and material. The University does not assume responsibility for damage to or loss of any property left in, or on a recreational facility prior to during, or after an event.

## **USERS' PERSONNEL**

Checked items required.

The Sponsor shall provide all personnel necessary to:

- \_\_\_\_\_ Supervise the event.
- \_\_\_\_\_ Setup for the event.
- \_\_\_\_\_ Cleanup after the event.

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

It is agreed that the University may unilaterally undertake to provide the User special janitorial and supervisory coverage including services which are sufficient in its discretion to restore the Facility to a clean and orderly condition. Additional charges for these services shall be

computed on the basis of cost to the University and shall be billed to the User after the Event and be payable on receipt.

### **SPECIAL REGULATIONS**

A. Supervision and Control of Minors:

The User shall provide at least one adult supervisor for each 12 minors participating in the Event. For the purpose of this 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.

B. Subletting of Allocated Time:

The User may not sublet their allocated time under any circumstances.

### **SALE of MERCHANDISE or SERVICES**

A. Except as otherwise provided herein, USER may not sell, or allow to be sold, clothes, souvenirs, merchandise, or services of any type on, or in a Recreational Facility without the express written approval of the Director of Recreational Programs and Facilities. If USER elects to offer merchandise sales, then USER shall pay Recreational Sports a fee of 20% of merchandise sales receipts (net taxes).

B. With the written approval of the Director of Recreational Programs and Facilities, USER may sell at a Recreational 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 USER, or EVENT by the University, and must be otherwise compatible with the University's policies governing advertising and commercial use of facilities. User shall provide Recreational Sports the proposed design for any merchandise to be sold, at least one month prior to the event. The Director of Recreational Programs and Facilities shall either approve, or deny said request for the design within two weeks of receipt of the design.

C. Merchandise, including programs, bearing University marks, or the name, or picture of University facilities may only be sold by USER pursuant to a written License agreement with the University's Director of Trademark and Licensing, 1440 Monroe Street, Madison, WI 53711.

D. Printed programs, if any, shall be provided by USER and the revenues generated by the sale of such programs may be retained by the USER. Said programs may be sold on, or in a Recreational Facility by employees or representatives of USER.

The programs are subject to the restrictions on use of University marks and names and pictures of University facilities as specified in B and C above, and shall not state, or imply an endorsement of USER, or Event by the University.

E. Immediately following the event, USER will reconcile the merchandise sales receipts and pay the 25% merchandise sales fee to Recreational Sports. USER agrees to maintain

complete records pertaining to merchandise sales, and agrees the University has the right to audit any such records as it deems necessary.

### **FOOD & BEVERAGES**

- A. USER may not sell, serve, or allow to be sold, or served, food, or beverage, or Refreshments of any kind on, or in a Recreational Facility accept as follows.
1. USER may contract for concessions services as provided by Sections B through D below and pay Recreational Sports a concessions license fee of 25% of concessions Receipts (net of taxes). The Director of Recreational Facilities, reserves the right to determine that sale of concessions is not appropriate for a particular event on, or in a Recreational Facility, or to limit the sale and consumption of such concessions to designated in, or on Recreational Facilities.
- B. If USER wishes to contract for concessions services, as provided by Section A. (2), above, USER may choose to contract with either a University caterer, or a licensed non-university caterer. Options for University catering include the Division of Intercollegiate Athletics, the Wisconsin Union and University Housing (each of these choices may not be available for all events).
1. If USER chooses a University caterer, USER is responsible for making all arrangements with the University caterer for the provisions of concessions services. It is recommended that USER makes such arrangements at least (30 days) in advance of event.
  2. If USER chooses a licensed non-University caterer, USER is responsible for making all arrangements with the caterer, and is responsible for obtaining all required insurance and a University temporary food stand permit. USER must deposit a copy of the temporary food stand permit with Recreational Sports at least (1) week in advance of the EVENT.
  3. If USER chooses a non-University caterer, USER must file a Certificate of Insurance with the University's Office of Risk Management, 720 University Ave., Madison, WI 53715, (30days) prior to the event, with a copy provided to Recreational Sports. Such Policy may be issued to either the USER, or the caterer and must meet the conditions specified in the USER'S LIABILITY section of this agreement.
- C. Immediately following the event, USER will reconcile the concessions receipts and remit the 25% concessions license fee to Recreational Sports. USER 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.

### **USER'S LIABILITY**

The USER shall be responsible for the supervision and control of its employees, agents, guests and contractors and their activities on University premises. The USER agrees to indemnify and

hold harmless, assume liability for and defend, the state of Wisconsin, 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 of liability, losses, costs, and expenses, which in any manner arise, or alleged to have arisen, from the acts, omissions, or wrongful conduct of USER, in connection with USER'S operations, activities, occupancy, or use of the UNIVERSITY premises.

The University may, at its discretion, require the USER 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 60 day cancellation notice, with an insurance carrier licensed to do business in the State of Wisconsin, with a minimum "A-" AM Best rating, and signed by an authorized agent, as evidence of USER'S financial ability to meet its obligation under this section.

The policy minimums will be:

- Commercial General Liability General Aggregate, including Products & Completed Operations \$1,000,000
- Each Occurrence \$1,000,000
- Automobile Liability - combined single limit: \$1,000,000
- Workers Compensation
  - Each Accident: \$100,000
  - Disease - Policy Limit \$500,000
  - Disease - Each Employee: \$500,000

Deviation from these requirements and limits is only allowed with the advance written permission of the University's Office of Risk Management.

Please also note that, if USER has no insurance coverage, USER may be able to obtain lowcost "event" liability insurance through the University's Office of Risk Management.

USER further agrees that its liability under this Agreement extends beyond the limits of this coverage and that the 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.

\_\_\_\_\_ (Checked if Insurance Certificate required) A Certificate of Insurance must be filed with the University Office of Risk Management, 720 University Ave., Madison, WI, 53715 at least 30 days prior to the EVENT with a copy to the Recreational Facilities Office.

Groups failing to file this Certificate of Insurance, when required, will not be scheduled.

\_\_\_\_\_ (Checked if Waiver required) All individuals must each sign the enclosed Waiver (USER responsible for making additional copies as necessary).

**ENTIRE AGREEMENT**

This agreement constitutes the entire Agreement between the parties relating to use of Recreational Sports Facilities 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 USER 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.

**UW-MADISON DIVISION OF RECREATIONAL SPORTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Horn, Director, Recreational Programs and Facilities

**USER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**UW-MADISON**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Hardiman, Director, Purchasing Services