

THE DIVISION OF RECREATIONAL SPORTS

SERF/NAT/OUTDOOR FIELD SPACES

RESERVATION POLICIES AND PROCEDURES



University of Wisconsin-Madison
Division of Recreational Sports

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I. Facilities

Facilities under the jurisdiction of the Division of Recreational Sports are: Southeast Recreation Facility (SERF), Natatorium-Unit II (NAT), Camp Randall Sports Center (SHELL), Nielsen Tennis Stadium, Lathrop Hall, University Bay Fields (Far West), Nat Fields West, Nat Fields East, and the Cole Facilities area that includes outdoor tennis and basketball courts and field space. The facilities are scheduled and managed by the Division of Recreational Sports.

II. Use of University Facilities

Use of University facilities and lands is primarily restricted to activities that fulfill the University's missions of teaching, research, and public service. This document outlines the various policies and practical considerations that guide the University in its efforts to respond to requests it receives for permission to use University facilities and lands.

UWS 21 of the Wisconsin Administrative Code outlines the general policy considerations that the Board of Regents has determined to be applicable for the use of University facilities and lands. These considerations are explained in further detail below, and are associated, where appropriate, with additional specific University policies. These materials are intended to promote consistency in decisions regarding use of University facilities and lands, and the possible assessment of rental fees and costs for such use.

The Division of Recreational Sports will place the highest priority of providing the general University of Wisconsin student body open recreational space in all facilities. The priority system is available under "General Use Priorities":

III. Conditions for Use

Requests submitted to the Division of Recreational Sports will be submitted with the expectation that the person/organization submitting the request and the organization event assume full responsibility for the proposed use.

Use of University facilities by persons or organizations not University affiliated must comply with UWS 21.04.

UWS 21.04 Use of facilities by persons or organizations not associated with an Institution.

- The chancellor of each institution, or his or her designee, may permit persons, or organizations not associated with that institution, to use university facilities at his or her institution if he or she determines that:
- The proposed use is under the sponsorship or at the invitation of an organization associated with the institution;

- The proposed use will not interfere with or detract from the teaching, research and public service missions of the institution, or the use of the facilities by organizations associated with the institution;
- The institution has appropriate facilities available for the proposed use.
- The person or organization has complied with institutional procedures adopted under s. UWS 21.06.
- Persons or organizations using university facilities under this section must reimburse the institutions for the costs, if any, for the use and damages or incident to the facilities.
- Persons or organizations using university facilities under this section may be required to pay rental charges for use of facilities if the use is revenue producing.

IV. Special Event Concession and Vending Guidelines

The following concession and vending guidelines must be followed for all special events being conducted in/on Division of Recreational Sports indoor and outdoor facilities. Please note that these facilities do not have an area which can be solely dedicated as a concession or vending stand or that can meet the applicable health standards for vending food and drinks.

General Guidelines

1. Organizations wishing to operate concession and/or novelty/equipment sales in conjunction with their approved special event must submit a drink, food, and novelty/equipment list to the Director of Programs and Facilities in the Division of Recreational Sports for approval prior to the date of the facility use. The Division of Recreational Sports Program maintains the right to exclude any item from being sold, distributed, or advertised.
2. Prior approval must be granted by the Director of Programs and Facilities for pre-packaged concession items not mentioned in these guidelines.
3. All novelty/equipment sales must comply with all University licensing policies when applicable and be approved through the appropriate University offices.
4. The sponsoring organization will be responsible for cleaning all areas of the facility used for concession as detailed in the Facility Reservation Form or other related documents.
5. In the event that facilities are not cleaned or are damaged as a result of an event, cleaning or maintenance fees will be charged to all groups holding special events.
6. A Vending Agreement must be completed and signed by the requesting party and the Director of Programs and Facilities.

7. Vendors should maintain a Sales and Reconciliation document and submit the completed form to the Director of Recreational Programs and Facilities after the completion of the event.
8. The Division of Recreational Sports will receive a negotiated percent, beginning at a minimum of 20 percent, of the gross sales.

Concession Sales

1. All concession items must be approved by the Director of Recreational Programs and Facilities prior to the opening of the concession stand.
2. Only professionally prepared, pre-packaged food items that do not require refrigeration can be sold or given away. Ice chests cannot be used as a food refrigeration device.
3. Candy and food with staining color agents or that create a maintenance problem such as M & M's, Skittles, Frito Pies, etc. cannot be sold and/or distributed in Division of Recreational Sports facilities.
4. Most professionally pre-packaged candy bars will be acceptable.
5. Homemade food items cannot be sold or given away.
6. The concession stand must be operated under all applicable State Health Department Codes and Standards.

Novelty/equipment Sales

1. All novelty/equipment items must be approved by Director of Recreational Programs and Facilities prior to the opening of the vending stand.
2. All items displaying University of Wisconsin marks or logos must meet the standards and regulations of the University of Wisconsin Trademark Licensing policy.
3. All items sold must pertain to the event being conducted.

V. Use of the Division of Recreational Sports Facilities, Fields, and Priority Scheduling System

The Division of Recreational Sports houses the educational and recreational programs of Kinesiology, and serves as the base for a campus-wide recreational program provided through the Division of Recreational Sports Program. The priority use of Division of Recreational Sports Facilities shall be the support of the missions of the and the Division of Recreational Sports Program.

The priority use system is as follows:

A. General use priorities**

1. Academic Classes*
2. Division of Recreational Sports Program requests
3. Student Organization requests
4. Campus Department/Program requests
5. Non-University requests (Schools, Community Organizations, ect)

B. Outdoor Fields**

1. Division of Recreational Sports Program requests
2. Academic Classes*
3. Student Organization requests
4. Campus Department/Program requests
5. Non-University requests (Schools, Community Organizations, ect)

*Academic Class Times in Rec Sports Managed Facilities are:

Monday-Friday 8:00am-11:30am and 1:30pm-4:30pm. Priority will be given to Recreational Sports users during the 11:30am-1:30pm time period each weekday.

*****It is very important to acknowledge that the highest priority for scheduling is the use of facilities for general recreation needs by UW Students and paying members. Thus, the Division will always make every attempt to offer open recreation space for our primary users.*****

VI. Outdoor Field Scheduling Procedures

People can request outdoor field space if they meet the conditions for use required by the University of Wisconsin-Madison and the event does not conflict with regularly scheduled educational and recreational uses of Recreational Sports facilities and Outdoor Fields. Due to the recreational/athletic nature and design of Recreational Sports Facilities and Fields, groups and/or organizations are asked to request the use of these spaces for events that conform to the existing facilities.

Scheduling Procedures

Requests for the use of Recreational Sports Facilities by registered student groups, University organizations, and University Departments/Colleges must be made a **minimum of two weeks** prior to the start of the event. Requests for the use of the facilities by non-university groups or organizations must be made a **minimum of four weeks** in advance of the requested date. The request/reservation procedures are as follows:

1. Requests must be made by submitting a Facility Reservation Form to the Director of Recreational Programs and Facilities. Facility Reservation forms are available on the Recreational Sports website www.recsports.wisc.edu or they can be picked up at any facility.
2. If necessary, a meeting will be held with the requesting party and the Director of Recreational Programs and Facilities to discuss the event. Further planning sessions may be required depending on the nature and scope of the proposed event. The following items are discussed:
 - Dates and times of the event
 - Purpose and scope of the event
 - Participants
 - Equipment and supervision requirements
 - Special equipment and set-up requirements
 - Admission fees
 - Facility use policies and guidelines
 - Liability insurance requirements if applicable
 - Written use agreements
 - Concession and vending requirements
 - Rental and equipment costs and payment methods
 - First aid and safety policies and procedures
 - Weather contingencies
3. If the requesting party desires the use of equipment owned by the Division of Recreational Sports, an Equipment Request Form must be completed and submitted to the Director of Recreational Programs and Facilities. This form can also be found on the website or at any facility
4. The Director of Recreational Programs and Facilities will prepare a Recreational Sports Terms and Conditions Agreement (Attachment D) based upon Facility Rental Costs, (Attachment A), Event Employee Charges (Attachment C), and the Equipment Charges (Attachment E).
5. In the event that concession and/or vending stands will be operated, a Vending Agreement (Attachment E) must be completed and submitted to the Director of Recreational Programs and Facilities. The requesting party must agree to abide

by University policies and procedures and State Health Codes related to the operation of a concession or vending stands. A Sales and Reconciliation Form must be maintained and submitted to the Director of Recreational Programs and Facilities within one office day after the completion of the event.

6. Registered student groups, recognized University organizations, and University departments/colleges are required to submit an interdepartmental charge number for the billing process and procedure, if applicable. Non-university organizations are required to submit a valid name and address for the billing process and procedure. Non-university organizations may also be required to pay a deposit for the use of the facility requested.
7. The event is officially scheduled when the following conditions are met:
 - The requested date or dates are available.
 - The event complies with Board of Trustee Policies, University Policies and Procedures, and Division of Recreational Sports Policies and Procedures.
 - The Facility Reservation and the Equipment forms have been completed and submitted.
 - The cost estimate is accepted by the requesting party.
 - Terms and Conditions Agreement has been signed by all parties (when applicable).
 - The preliminary planning meetings have been successfully completed.
 - The special facility or supervision requirements have been coordinated with the Physical Plant and/or the UW Police Department (when applicable).
 - The Proof of Insurance form has been submitted (when applicable).
 - The Vending Agreement has been signed by all parties (when applicable).
8. Invoicing Procedures:
 1. An invoice will be prepared by the Director of Recreational Programs and Facilities. This invoice will be sent to the primary contact and payment must be made within 14 business days of receipt.
 2. For student organizations, University programs, departments, and colleges and non-university organizations not utilizing University interdepartmental transfers, a University of Wisconsin-Madison invoice is prepared and mailed to the official representative of the organization using the facility.

ATTACHMENT A
FACILITY USE CHARGES

| | University Rate | Non-University Rate |
|--|--|--|
| POOL RENTAL RATES (Cost per hour) | | |
| NATATORIUM | | |
| Lane (25 yards) | \$5.00 | \$10.00 |
| Racing Pool | \$35.00 | \$70.00 |
| Diving Well | \$25.00 | \$50.00 |
| Entire Natatorium | \$60.00 | \$120.00 |
| SERF | | |
| Lane (50 Meters) | \$10.00 | \$20.00 |
| Pool (50 Meters) | \$125.00 | \$150.00 |
| Lane (25 Yards/Meters) | \$5.00 | \$10.00 |
| Lane (25 Yards/Meters) | \$35.00 | \$70.00 |
| Shallow Pool | \$25.00 | \$50.00 |
| Entire Serf Pool | \$100.00 | \$200.00 |
| GYMNASIUM (A full Gym has 2 courts) | \$15.00/hr per court \$30.00/hr per gym | \$30.00/hr per court \$60.00/hr per gym |
| LIGHTED PLAYFIELD | \$50.00/hr per field | \$100.00/hr per field |
| NON-LIGHTED PLAYFIELD | \$30.00/hr per field | \$60.00/hr per field |
| MULTI-PURPOSE ROOM | \$30.00/hr | \$60.00/hr |
| CLASSROOM (SERF OR NAT) | Free | \$10.00/hr |
| RACQUETBALL COURTS | \$10.00/hr | \$20.00/hr |

ATTACHMENT B

EVENT EMPLOYEE CHARGES

The following charges will be assessed to events that require supervision. The extent of supervision will be determined by Recreational Sports and depend on the nature and scope of the event, applicable safety standards and/or recommendations as outlined by the American College of Sports Medicine's Health/Fitness Standards and Guidelines, American Red Cross Standards and Recommendations, University of Wisconsin-Madison Policies and Procedures, Wisconsin Health Codes, and other standards, recommendations, or guidelines published by related sport or recreation associations or organizations.

SPECIAL EVENT RECREATIONAL SPORTS EMPLOYEE CHARGES

| | |
|---|-------------------|
| Sports Officials | \$12.00/hr |
| *Supervisors (CPR/AED Certified) | \$15.00/hr |
| **Facility Assistants | \$10.00/hr |
| ***Lifeguards | \$12.00/hr |

*Facility Supervisors will be required anytime an event is ongoing at times when the facility is closed, or if it is deemed by the Director of Recreational Sports Programs and Facilities that it is necessary to have a certified staff member present to serve as the building manager.

**Facility Assistants are considered event assistants and can serve in a variety of roles, including set-up, take down, clean up, or providing manual labor assistance during an event.

***Lifeguards will be required anytime a special event takes place in a pool. The number of guards will be determined based upon the number of people and the total pool space that is occupied.

ATTACHMENT C

EVENT EQUIPMENT CHARGES

| Equipment Item | Charge (Per Day) |
|-----------------------------|-------------------------|
| Badminton Racquet | \$ 1.00 per racquet |
| Badminton Shuttlecocks | \$ 1.00 for 2 |
| Table Tennis Paddles | \$ 1.00 per paddle |
| Table Tennis Ball | \$ 1.00 for 2 |
| Racquetball Racquet | \$ 1.00 per racquet |
| Racquetball | \$ 1.00 per ball |
| Volleyball | \$ 2.00 per ball |
| Outdoor Volleyball Set | \$ 6.00 per set |
| Basketball | \$ 2.00 per ball |
| Football | \$ 2.00 per ball |
| Flag Football Belt Set | \$ 3.00 per set |
| Soccer Ball | \$ 2.00 per ball |
| Wallyball | \$ 2.00 per ball |
| Softball | \$ 2.00 per ball |
| Softball Base Set | \$ 2.00 per base set |
| Softball Bats | \$ 1.00 per bat |
| Softball Set | \$ 5.00 per set |
| Frisbee | \$ 1.00 per frisbee |
| Stop Watches | \$ 1.00 per watch |
| Scoreboard Controls | \$10.00 per court |
| Pennie Set | \$ 2.00 per set |
| Yard Markers/Corner Markers | \$ 2.00 per set |
| Tables- Folding or Scorers | \$ 5.00 per table |
| Chairs- Folding or regular | \$ 0.75 per chair |

Note: Charges are based on use per day regardless if the event's duration is less than a day.

LOST/DAMAGED EQUIPMENT POLICY

User will be responsible to pay for the total replacement costs of any and all damaged equipment based upon the full charges the Division of Recreational Sports pays for its equipment.

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> |
| TOTAL | | ***** |

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

ATTACHMENT E
DIVISION OF RECREATIONAL SPORTS
CONCESSION AND VENDING GUIDELINES

The following concession and vending guidelines must be followed for all special events being conducted in Division of Recreational Sports facilities or on the outdoor fields. Please note that these facilities do not have an area which can be solely dedicated as a concession or vending stand or that can meet the applicable health standards for vending food or drinks.

General Guidelines

1. Organizations wishing to operate concession and/or novelty/equipment sales in conjunction with their approved special event must submit a drink, food, and novelty/equipment list to the Director of Programs and Facilities in the Division of Recreational Sports for approval prior to the date of the facility use. The Division of Recreational Sports Program maintains the right to exclude any item from being sold, distributed, or advertised.
2. Prior approval must be granted by the Director of Programs and Facilities for pre-packaged concession items not mentioned in these guidelines.
3. All novelty/equipment sales must comply with all University licensing policies when applicable and be approved through the appropriate University offices.
4. The sponsoring organization will be responsible for cleaning all areas of the facility used for concession as detailed in the Facility Reservation Form or other related documents.
5. In the event that facilities are not cleaned or are damaged as a result of an event, cleaning or maintenance fees will be charged to all groups holding special events.
6. A Vending Agreement must be completed and signed by the requesting party and the Director of Programs and Facilities.
7. Vendors must maintain a Sales and Reconciliation Form (Attachment A) and submit the completed form to the Director of Recreational Programs and Facilities after the completion of the event.
8. The Division of Recreational Sports will receive a negotiated percent, beginning at a minimum of 20 percent, of the gross sales.

Concession Sales

1. All concession items must be approved by the Director of Recreational Programs and Facilities prior to the opening of the concession stand.
3. Only professionally prepared, pre-packaged food items that do not require refrigeration can be sold or given away. Ice chests cannot be used as a food refrigeration device.
4. Candy and food with staining color agents or that create a maintenance problem such as M & M's, Skittles, Frito Pies, etc. cannot be sold and/or distributed in Division of Recreational Sports facilities.
5. Most professionally pre-packaged candy bars will be acceptable.
6. Homemade food items cannot be sold or given away.
7. The concession stand must be operated under all applicable State Health Department Codes and Standards.

Novelty/equipment Sales

1. All novelty/equipment items must be approved by Director of Recreational Programs and Facilities prior to the opening of the vending stand.
3. All items displaying University of Wisconsin marks or logos must meet the standards and regulations of the University of Wisconsin Trademark Licensing policy.
3. All items sold must pertain to the event being conducted.

This certifies that I have read and agreed to the above-listed items.

Signature of Approved Representative

Date

