

Section I. Date, Time & Purpose

The Board of Regents of the University of Wisconsin System (“University”) on behalf of the School of Music at the University of Wisconsin – Madison (“SOM”) hereby permits the use of **Facility** (“Facility”) by **User** (“User”), a **UW Academic Department/UW RSO/Non-University User** to present **Event** (“Event”) on **Date** subject to the terms and conditions of this Agreement. User shall not be deemed an agent of or acting on behalf of the SOM for any purposes.

The maximum number of attendees at the program is **Capacity** per event.

Setup may begin at **Date**. User shall vacate the Facility and return it in its original condition by **Date**.

Section 2 Representatives

User designates **Name, Address, Email, Phone Number** as its agent for the purpose of this Agreement.

SOM designates **Patrick Coughlin, 1530 Humanities Building, 455 N Park St, Madison WI 53716, 263-1893, prcoughlin@wisc.edu** as its representative for purposes of this Agreement.

Section 3 Fees and Insurance

User agrees to pay SOM the following use charges 10 days prior to the start date of the contract:

| | |
|---|--------|
| Basic Facility Fee | \$0.00 |
| Estimated Additional Charges | \$0.00 |
| Total Estimated Charges | \$0.00 |
| Less Deposit Required | \$0.00 |
| Balance Due 10 days prior to contract start | \$0.00 |

(Check if Insurance Required) If this box is checked, User must show evidence of insurance as required under item 3 of SOM Terms and Conditions below.

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| <p>For SOM</p> <p>By: _____</p> <p>Name: Patrick Coughlin</p> <p>Date: _____</p> <p>Title: Facilities Manager</p> |
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|---|
| <p>For User</p> <p>By: _____</p> <p>Name: _____</p> <p>Date: _____</p> <p>Title: _____</p> |
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|---|
| <p>For University</p> <p>By: _____</p> <p>Donald L Miner</p> <p>Assistant Vice Chancellor</p> <p>Date: _____</p> |
|---|

Please sign and return one copy to Patrick.

Section 4 University Terms and conditions

1. Statutes, Rules, Regulations. This Agreement is subject to the applicable rules and regulations of the University of Wisconsin and UW-Madison. User agrees to conform to these rules and regulations and be bound thereby. The User further agrees that, in presenting Event that it 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, including the regulations of the Fire Department. Failure to comply with this provision will be grounds for termination of the event.

2. Supervision and Conduct. The User shall be responsible for the supervision and control of its agents, employees, guests and contractors and their activities on University premises. It agrees to indemnify and hold harmless, assume liability for and defend, the State of Wisconsin, the Board of Regents, the University of Wisconsin and their 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 are alleged to have arisen, from the acts, omissions or wrongful conduct of its officers, employees, agents, guests and contractors in connection with their operations, activities, occupancy or use of the University premises.

3. Damages. The User agrees not to damage, destroy, or deface any property of the University and agrees to be responsible for the cost of repair or replacement of any University property damaged, destroyed or defaced by those in attendance. No nails, tacks, screws or similar articles may be driven into or applied to plaster, brick, cinder block or wood surfaces. All decorations shall be put up without the use of tape and without defacing the facility and shall be subject to SOM supervision and approval. **NO TAPE MAY BE USED ON ANY SURFACE.**

4. Guest Property. The University will not assume any responsibility for the damage or loss of any merchandise or articles left in the University facilities prior to, during or following a function.

5. Fire Restriction. In compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity. Tables or chairs cannot be moved so to block aisles or fire exits.

6. Alcohol. Alcoholic beverages must be served by University personnel and in strict accordance with applicable State and University regulations. Access to beverage service may be restricted in a variety of ways at the discretion of the University to promote compliance. Special arrangements such as "beer gardens", which require extra personnel for checking ID's etc. are at the expense of the User. Behavior that interferes with the decorous conduct of events will be grounds for termination of beverage service at the discretion of the facilities staff.

7. Smoking. Smoking is not allowed at any time within University facilities.

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

9. Cancellation by User. The Advance Deposit specified in Section 3 above shall be refunded if the SOM is notified, in writing, by the User of cancellation of the Event at least 20 days before the date of the Event. If the User cancels the Event less than 20 days before the date of the Event, it shall be liable to the SOM for all reasonable costs incurred by the SOM and University under this Agreement.

10. Cancellation by University. The University reserves the right to cancel this Agreement thirty days or more before the date of the Event with notification to User. In the event of cancellation by the University, all amounts paid by User under this agreement shall be refunded to the User.

11. Cancellation for other Causes. If the Event is cancelled due to (a) an occurrence beyond the control of either the University/SOM or the User which makes proceeding with the Event in the University's judgment impractical or (b) civil disturbance or (c) inability of the University to provide adequate security in the University's judgment or (d) the University campus or the Facility are declared off-limits pursuant to provisions of the Wisconsin Administrative Code: (1) The University shall not be liable to the User for any damages caused by the cancellation (2) The User shall not be liable to the University for any costs incurred by the University under this Agreement and shall refund to User all amounts paid as deposits under Section 3 above.

12. University Liability Considerations. The Board of Regents of the University of Wisconsin System agrees to hold harmless User, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and descriptions (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of the Board of Regents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by s. 895.46(1) and s. 893.82.

13. No Endorsement. Neither the University or SOM endorses or sponsors the Event and/or its contents. User shall not distribute any materials which indicate or imply such endorsement or sponsorship.

14. Jurisdiction. This Agreement shall be governed and enforced under the laws of the State of Wisconsin.

Section 5 Special SOM Terms and conditions

1. Unauthorized Activities. Sale of memberships, publications, or any commercial venture is not allowed without permission of SOM.

2. Security. The need for security and the number of security officers to be on duty are determined at the sole discretion of the SOM. The cost of normal security is included in the Fees outlined in section 3 above. Additional charges may be assessed if additional security coverage appears to be prudent in the judgment of SOM.

3. Insurance. Users who are sponsored by a University Department are covered under the university's insurance. All other users are required to furnish a Certificate of Insurance designating 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 notices, with an insurance carrier licensed to do business in the State of Wisconsin, with a minimum A- AM Best rating. The policy minimums shall be:

\$1,000,000 General Aggregate Liability with \$1,000,000 for each occurrence
Workers Compensation as required by Wisconsin Statute

For further information regarding insurance contact the University's Office of Risk Management, 720 University Ave, Madison, WI 53715, 608-262-8926. Note, that if User has no insurance coverage, User may be required to obtain low cost "event" liability insurance through the Office of Risk Management.

User agrees that its liability extends beyond the limits of its insurance coverage and that the University by not requiring a certificate of insurance or purchase of event liability insurance, accepts no liability under this clause.

4. Access. It is the responsibility of the User to monitor access to its event.

5. Minimum Staff Requirements. The Fees in Section 3 above include making the Facility available for use in a heated, lighted and clean condition. The services of one student stage manager are included. Fees for additional staff from SOM are estimated in Section 3 above. User will be billed for the services of these individuals.

6. Box Office. This Agreement does not include Box Office services.

7. Damage Charges. User is financially responsible for all damage to the facilities and for more than normal custodial services, including cleaning necessitated by food and beverages being consumed in approved and unapproved areas. User is responsible for assuring that the Facility is returned to its original condition following the Program and that the caterer (if applicable) has removed all food, supplies, recyclables, and trash from the Facility within the time period designated. Additional charges will be billed if the Facility is occupied beyond the agreed time frame.

8. Special Services and Equipment. Additional charges for Special Services and Equipment, computed on the basis of cost to the University, shall be charged to the User, where University provides such equipment or services. Examples include special stage set-ups, special chair set-ups, and special lighting. Estimated charges are set for the in Section 3 above. It is understood that the actual charges for Special Services and Equipment may exceed the estimated charges. User shall not install or operate any equipment or device operated by electricity or other power outside of the Facility proper without written consent of the SOM. User shall not use or permit the use upon the premises of any open flame. User shall not install any wires or electrical or other appliances without the written consent of the SOM.

9. Food and Beverages. Food and beverages are not allowed in the Facilities performance areas. User is responsible for communicating this information to its guests. If service of food, beverages, and/or alcoholic beverages is being planned in areas outside the performance areas, permission must be granted by SOM. Preparation/cooking of food in the Facility is not permitted. Bar service/catering service must be provided the University of Wisconsin authorized caterers.

10. Tables and Chairs. Set-up and tear-down of chairs and tables are the responsibility of the User.

11. Union Certification. User is responsible for compliance with any and all requirements in terms of union certification of stage hands and other personnel.

12. Advance Deposit. User shall deposit with SOM a minimum of 25% of the Fees in section 3 above. In the event estimated fees increase beyond the estimate in section 3, SOM may, at its discretion, require an additional deposit.

BASIC FACILITY FEE

| <u>Facility</u> | <u>Usage*</u> | <u>Rental Rate</u> | <u>Charge</u> |
|---|---------------|---|---------------|
| MILLS (seats c. 690) or MUSIC HALL (seats c. 380) | 0-5 hours | \$200 (University) \$300 (SoM Affiliate) \$400 (non-University) | |
| MORPHY (seats c. 175) or EASTMAN (seats c. 200) or | 0-5 hours | \$150 (University) \$200 (SoM Affiliate) \$250 (non-University) | |
| S.O.M. CLASSROOMS and/or REHEARSAL ROOMS | 0-5 hours | \$100 (University) \$150 (SoM Affiliate) \$200 (non-University) | |
| ALL S.O.M. FACILITIES | 5+ hours | Additional \$100 | |
| ADMINISTRATIVE CHARGE | Per Event | \$50 | |

* Usage calculations are based on consecutive hours per day.

NOTE: Rental fee includes one student stage manager. The School of Music reserves the right to determine the necessary number of stage personnel/technicians needed for each event. These staff members may be required to be present at all times the renter is using the facility and are paid at the rates specified in Attachment C.

Total Basic Facility Fee \$ **0.00**

ADDITIONAL CHARGES FOR SPECIAL SERVICES AND EQUIPMENT

I. ADDITIONAL PERSONNEL:

The Sponsoring Organization will pay the rate of \$10.00 per hour per worker. Hours worked will apply to preparation time, performance time, and any additional time needed after the event for clean-up and restoration.

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|---|-------------|---------------|
| _____ Additional Stage Managers | _____ hours | <u>Charge</u> |
| (Rental fee includes one student stage manager) | | |

II. GENERAL EQUIPMENT

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|---------------------|-------------|
| _____ Pianos | \$180/event |
| _____ Choral Risers | \$15/unit |
| _____ Band Risers | \$15/unit |

III. LIGHTING EQUIPMENT

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|---|------------|
| Standard stage lighting (Mills, Morphy) | No charge |
| Computerized stage lighting (Music Hall) | \$80/event |

IV. AUDIO EQUIPMENT

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|---|------------|
| Basic P.A. system for Mills or Music Hall (2 mics/stands/cables) | \$40/event |
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NOTE: School of Music P.A. systems are designed for cd and mp3 playback, as well as voice amplification for NARRATION AND SPEAKING ONLY. The School of Music performance spaces are designed and built for acoustic music performance; amplification of voice/instruments is not recommended. If this type of amplification is absolutely necessary, it is the user's responsibility to provide AND OPERATE any such equipment. Video projection is not a service offered by the School of Music.

Total Additional Charges \$ **0.00**

