

Section I. Date, Time & Purpose

The Board of Regents of the University of Wisconsin System (“University”) on behalf of the Mead Witter School of Music at the University of Wisconsin – Madison (“MWSoM”) hereby permits the use of **FACILITY** (Facility) by **USER** (User), a **UNIVERSITY AFFILIATE/UNIVERSITY RSO/NON-UNIVERSITY ORGANIZATION** to present **EVENT** (“Event”) **DATE** (date) subject to the terms and conditions of this Agreement. User shall not be deemed an agent of or acting on behalf of the MWSoM for any purposes.

The maximum number of attendees at the program is **200** per event.

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

Section 2 Representatives

User designates **NAME, CONTACT INFORMATION**, as its agent for the purpose of this Agreement.

MWSoM designates **Brian Heller, 1650 Humanities Building, 455 N Park St, Madison WI 53716, 263-1893, facilities@music.wisc.edu** or other designee as its representative for purposes of this Agreement.

Section 3 Fees and Insurance

User agrees to pay MWSoM the following use charges:

Basic Facility Fee	\$0.00
Estimated Additional Charges	\$0.00
Total Estimated Charges*	\$0.00
Less one-half Deposit Due <i>6 weeks prior</i>	\$0.00
Remaining or Full Balance Due <i>4 weeks prior</i>	\$0.00

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

A deposit of one-half of the Total Estimated Charges is due at the time the contract is signed or 6 weeks prior to the event start date, whichever date is earliest. The remaining one-half balance and/or full amount is due no later than 4 weeks prior to the start date of the event. If the full amount is not paid by this ***date (4 weeks prior)***, the MWSoM reserves the right to cancel the event.

*Note: Additional charges will be billed if the Facility is occupied beyond the agreed timeframe, if the facility is not returned to its original condition, and/or if the MWSoM determines that the facility needs to be cleaned by custodial staff.

For MWSoM
By: _____
Name: Brian Heller
Date: _____
Title: Facilities Director

For User
By: _____
Name: _____
Date: _____
Title: _____

Please return signed contracts and insurance information to the Facilities Office at:

1650 Mosse Humanities Building
455 North Park Street
Madison, WI 53706

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 the User or 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 MWSOM supervision and approval. Signs posted in or around the building cannot be attached, taped, or posted directly to windows, walls, pillars, or doors. 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 MWSOM is notified, in writing, by the User of cancellation of the Event at least 4 weeks before the start date of the Event. If the User cancels the Event less than this date _____ (4 weeks prior), it shall be liable to the MWSOM for all reasonable costs incurred by the MWSOM and University, to include the deposit and all monies paid to the MWSOM under this Agreement.

10. Cancellation by University. The University reserves the right to cancel this Agreement 4 weeks or more before the start 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/MWSOM 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 nor MWSOM 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 MWSOM Terms and conditions

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

2. Security. The need for security and the number of security officers to be on duty is determined at the sole discretion of the MWSOM. 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 MWSOM.

3. Insurance. Users who are sponsored by a University Department may or may not be covered under the University's statutory liability insurance coverage. The organization hosting the event may need to purchase Special Events coverage, if they do not already have a liability policy. All users not covered under the University's liability insurance 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. Contact Debbie Beich in Risk Management for information: debbie.beich@wisc.edu, 608-262-8926.

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 School of Music reserves the right to determine the necessary number of stage managers, personnel, and/or technicians needed for each event. These staff members may be required to be present at all times the renter is using the facility. Fees for MWSOM staff 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. Users are to coordinate all ticketing needs through the Arts on Campus Box Office at <http://go.wisc.edu/5z305x> a minimum of 12 business days prior to the first day of the event. If Arts on Campus Box Office communicates to the MWSOM that they are unable to accommodate the ticketing request, the user should contact UW-Madison School of Music at facilities@music.wisc.edu or 608-263-1893. The MWSOM does not allow ticket sales online or on-site other than through the Arts on Campus Box Office.

7. Selling Merchandise and/or Vendor Sales.

Requests to conduct sales of any kind on site by User or Vendors must be requested and approved by MWSOM Administration at least 6 weeks prior to the start date of the event. The MWSOM does not allow cash or debit/credit sales on site. If approved for on-site sales, check/money order only payments are allowed.

8. Damage and/or Cleaning 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 timeframe, if the facility is not returned to its original condition, and/or if the MWSOM determines that the facility needs to be cleaned by custodial staff.

9. 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. The charges for Special Services and Equipment are estimated 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 MWSOM. 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 MWSOM.

10. 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 MWSOM. Preparation/cooking of food in the Facility is not permitted. Bar service/catering service must be provided the University of Wisconsin authorized caterers.

11. Tables and Chairs. Set-up and teardown of chairs and tables are the responsibility of the User.

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

13. Advance Deposit. User shall pay a deposit of one-half of the Total Estimated Charges in Section 3 above at the time the contract is signed or 6 weeks prior to the event start date, whichever date is earliest. The remaining one-half balance and/or full amount is due no later than 4 weeks prior to the start date of the event.

BASIC FACILITY FEE

<u>Facility</u>	<u>Usage*</u>	<u>Rental Rate</u>	<u>Charge(s)</u>
MILLS (seats c. 690) <u>or</u> MUSIC HALL (seats c. 380) \$400 (non-University)	0-6 hours	\$200 (University) \$300 (MWSOM Affiliate)	
+6 to 12 hours		\$100 for each additional hour	
+12 hours		Price to be negotiated	
MORPHY (seats c. 175) <u>or</u> EASTMAN (seats c. 200) <u>or</u> \$250 (non-University)	0-6 hours	\$150 (University) \$200 (MWSOM Affiliate)	
+6 hours		\$75 for each additional hour	
MWSOM CLASSROOMS and/or REHEARSAL ROOMS \$200 per room (non-University)	0-6 hours	\$100 per room (University) \$150 per room (MWSOM Affiliate)	
	+6 hours	\$50 for each additional hour	

PRACTICE ROOMS 0-6 hours \$25 per room (University, MWSOM Affiliate, non-University)
+6 hours \$10 per room for each additional hour

ADMINISTRATIVE CHARGE Per Event \$75

* Usage calculations are based on consecutive hours per day.

NOTE: The Mead Witter School of Music reserves the right to determine the necessary number of stage managers, personnel, and/or 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 billed at the rate of \$20.00-\$25.00/hour.

Total Basic Facility Fee **\$ 0.00**

ADDITIONAL CHARGES FOR SPECIAL SERVICES AND EQUIPMENT

I. ADDITIONAL PERSONNEL:

The Sponsoring Organization will pay the rate of \$20.00-\$25.00 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.

Charge(s)

___ Stage Managers (\$20.00) ___ estimated hours
___ Stage personnel (\$20.00) ___ estimated hours
___ Stage technicians (\$25.00) ___ estimated hours

II. GENERAL EQUIPMENT

___ Pianos \$180 per piano/event
___ Choral Risers \$15/unit
___ Band Risers \$15/unit

III. LIGHTING EQUIPMENT

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

IV. AUDIO EQUIPMENT

Basic P.A. system for Mills or \$40/day
Morphy Hall (2 mics/stands/cables)
Music Hall Not available

NOTE:

Mead Witter School of Music P.A. systems are designed for cd and mp3 playback, as well as voice amplification for NARRATION AND SPEAKING ONLY. The MWSOM 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 MWSOM.

Music Hall does not have a sound system for amplifying performers or pit orchestra. User must make external arrangements for sound/audio equipment and inform MWSOM in advance of the arrangements and vendor selected.

Total Additional Charges **\$ 0.00**



Mead Witter School of Music
UNIVERSITY OF WISCONSIN-MADISON

INVOICE

Invoice date: DATE

Invoice number: NUMBER

Sponsored by: USER

Rental of LOCATION on DATE for “EVENT”

Basic rental fee \$ 0.00

Additional charges \$ 0.00

Total \$ 0.00

Deposit of one half the total is due by DATE

Full payment is due by DATE

Mead Witter School of Music

3561 Mosse Humanities Building 455 N. Park St. Madison, Wisconsin 53706 608-263-1900 Fax: 608-262-8876 music.wisc.edu