

Facilities Use Agreement

WHEREAS, the Board of Regents of the University of Wisconsin System through the University of Wisconsin-Green Bay (“**UNIVERSITY**”) hereby agrees to provide use of portions of the UNIVERSITY to the USER,

AND WHEREAS, the University owns and operates the University campus and the USER desires to use and occupy the same for the term of this Use Agreement, upon the following terms and conditions.

NOW THEREFORE, it is agreed as follows:

1. Event Specifications

UNIVERSITY agrees to allow USER use of the following space(s) for the purpose(s) indicated for the contracted date(s) and time:

Purpose	Space	Date	Time
SAMPLE EVENT	SAMPLE SPACE	DATE	TIME

Additional dates and times will be determined by mutual agreement.

2. Facility Use Fee

USER agrees to pay UNIVERSITY facility use fees according to the fees approved by [University Reservations](#) described within Appendix A and subject to this Facility Use Agreement. All dates and usage times will be locked in seven (7) days prior to the first date of the event whether the space is being utilized or not in relation to USER activities.

USER agrees to pay UNIVERSITY for any and all additional services, facilities and/or equipment requested by USER on the basis of the cost to the UNIVERSITY and shall be billed to the USER after the EVENT and payable on receipt.

USER will remit payment to UNIVERSITY within 30 days of invoicing.

Royalties, union fees, non-resident entertainer tax, entertainment tax, insurance obligations and any and all similar expenses are a part of the cost of production and are the sole responsibility of the USER without limitation. UNIVERSITY shall in no way, directly or indirectly, be responsible for the payment of any of these or similar obligations incurred as a direct or indirect result of said performance event use.

3. Services

Custodial Cleaning

Emergent On-Call Staff: UNIVERSITY shall provide emergency on-call staff 24 hours per day for basic room supplies and maintenance.

General Custodial Cleaning: The UNIVERSITY shall be responsible for general cleaning and refuse removal between sessions and at the end of each day of the Event at the facilities designated in Section 1.

Concessions

The UNIVERSITY shall have full control over the provision of concessions to spectators. The UNIVERSITY shall be entitled to retain all proceeds from the sale of concessions to spectators.

INFORMATION TECHNOLOGY: The USER shall have access to UW Green Bay Networks subject to adherence to all security requirements. The USER shall provide its own hardware and other

equipment necessary to connect to UNIVERSITY networks. Unless indicated otherwise, it is determined that the USER will provide their own technical labor, including but not limited to technicians and equipment needed; electricians; certified installers as needed by the USER for installation and operation.

Crowd & Traffic Control

- *Traffic:* The UNIVERSITY shall provide traffic control into and out of the campus. The UNIVERSITY shall develop the entry and exit points for each session subject to review of the USER.
- *Parking:* The UNIVERSITY shall establish designated parking areas for spectators attending each session. The UNIVERSITY may charge an agreed upon fee for each car parking per session that will be noted in **Appendix A**. A suitable number of designated parking spots will be made available to service the needs of the USER's staff, game day staff and participating Teams. The UNIVERSITY will retain all revenue generated from parking for this event.
- *Crowd Security:* The UNIVERSITY shall be responsible for the provision of crowd control personnel. All emergency response within the operational area including but not limited to response to disruptive persons and response to any medical emergency shall be provided by the UW Green Bay Police Department in conjunction with the UNIVERSITY security personnel.
- *Ticketing & Gating:* The UNIVERSITY will provide staff sufficient to perform gating and monitor re-entry to each session. The Parties agree that there will be no Day of Event ticket sales and all tickets will be pre-sold by the USER. The maximum capacity for spectators at the venue is 500 persons; the USER shall not issue more than 500 tickets per session.

4. Use Restrictions

The UNIVERSITY shall not be deemed to be a sponsor of any activities conducted by USER and no literature or publicity shall indicate UNIVERSITY should be interpreted as an endorsement or sponsorship of its business. Use of the name "University of Wisconsin-Green Bay"; or UNIVERSITY logo shall be approved in writing by the Marketing and Communications Department of the University.

- a. The use of the UNIVERSITY for the purpose of commercial exploitation is prohibited.
- b. All signage, displays, posters, banners, etc., will be subject to approval by the Director of Marketing.
- c. Any brochures published for the event is at USER expense. Mailing of event brochures and other literature is at USER expense and shall not be through the UNIVERSITY Mail Services or UNIVERSITY Athletics Department.
- d. UNIVERSITY vehicles shall not be used by USER staff or volunteers.
- e. The UNIVERSITY does not provide any medical trainers or other medical response to any USER event participant or staff. All cost for emergency response or medical transportation must be communicated to event participants by USER. USER is responsible for hiring State of Wisconsin licensed medical or athletic trainers who also are CPR/AED Certified and have a current Evaluation and Treatment Protocol signed by their consulting physician.
- f. Any UNIVERSITY employee participating in the USER event shall claim vacation for the normal business hours he or she is involved in event activities. University employee is not required to claim vacation for involvement in USER event activities outside of normal business hours. Normal business hours are defined as Monday – Friday, 7:45 am – 4:30 pm.

5. Merchandise Sales

Except as otherwise provided herein, USER may not sell, or allow to be sold, clothes, souvenirs, or merchandise of any type without the express written approval of the Department of University Recreation. With the written approval of the Department of University Recreation, USER may sell during the event 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

the Department of University Recreation the proposed design for any merchandise to be sold, at least one month prior to the EVENT.

The Department of University Recreation shall either approve or deny approval for the design within two weeks of receipt of design. 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, 2420 Nicolet Drive, Green Bay, WI 54311-7001.

Printed programs, if any, shall be provided by USER and revenues generated by the sale of such programs may be retained by the USER. Said programs may be sold in the Kress Center by employees of USER. The programs are subject to the restrictions on use of UNIVERSITY facilities as specified above, and shall not state or imply an endorsement of USER or EVENT by the UNIVERSITY.

6. Non-Agency

The Parties agree that the agreement only establishes such obligations as are explicitly set forth above, and it is not intended to create any additional implied legal obligation between the UNIVERSITY and USER. This agreement does not create any right or benefit, enforceable by law or equity, against the University, their officers or employees, or any other person. This agreement does not create any agency, substantive or procedural, enforceable by law or equity between the University and the provider, their officers or employees, or any other person.

7. Statutes, Rules, And Regulations

This Agreement shall be construed according to the laws of the State of Wisconsin. USER acknowledges that this Agreement is subject to all rules and regulations of the University of Wisconsin System and UW- Green Bay. USER agrees to conform to those rules and regulations and be bound thereby, including, but not limited to Americans with Disabilities (ADA) Act, Title II, and Title IX. USER 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.

8. Smoking

Smoking or use of electronic vaporization devices is prohibited at all locations on UNIVERSITY property.

9. Damages

That the USER shall assume full responsibility for any and all damages to UNIVERSITY property, including repairs and replacements. USER must remove all personal items, equipment and materials after the designated facility use established in Section 1. If not, charges will be assessed for removal, storage, restoration, and related expenses. Confetti and tape on painted surfaces are strictly prohibited.

USER waives any claim for damages or compensation resulting from fire, casualty or other circumstances rendering the fulfillment of this agreement impractical or impossible, and understands that the UNIVERSITY shall not be liable for any resulting loss whatsoever.

10. User's Liability

- a. The USER(S) shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on UNIVERSITY premises.

b. The USER agrees to defend, indemnify and hold harmless 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, damages, losses, and expenses (including attorney fees), arising from the acts, omissions or wrongful conduct of USER, USER's employees and agents, in connection with USER's operations, activities, occupancy, or use of the UNIVERSITY premises. This obligation does not limit existing or future indemnity rights.

c. Insurance Required

- i. The USER shall obtain and maintain, at its expense, the minimum insurance coverage set forth below and approved by the UNIVERSITY's risk management authority. Coverage must be maintained for a minimum of five (5) years after the termination of this Agreement and may not contain any exclusion for intentional acts.
- ii. USER will provide for UNIVERSITY a Certificate of Insurance within 30 days prior to the EVENT, with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A-, is licensed to do business in the State of Wisconsin and signed by an authorized agent, as evidence of USER's financial ability to meet its obligation under this section. USER is not relieved of any liability or other obligations assumed or pursuant to this Agreement because of their failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- iii. The Certificate of Insurance shall include a waiver of subrogation in favor of the Board of Regents of the University of Wisconsin System and shall add the "Board of Regents of the University of Wisconsin System, University of Wisconsin-Green Bay, its officers, employees, and agents" as additional insured under the commercial general liability policy.

Commercial General Liability (CGL):	Statutory Limits
General Aggregate,	
Including Products & Completed Operations	\$2,000,000
Each Occurrence	\$1,000,000
 Sexual Abuse/Molestation Liability:	
General Aggregate,	\$2,000,000
Each Occurrence	\$1,000,000
 Worker's Compensation	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

Required when applicable pursuant to the Department of Workforce Development (DWD) [statutory limits and liability information](#).

Automobile Liability	\$1,000,000 combined single limit
<i>Required when applicable for transport of participants</i>	

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

USER may be able to obtain "EVENT" liability insurance through [URMIA TULIP Insurance](#).

d. **USER shall check with their insurance provider to verify what kind of medical coverage carrier expects.** USER medical coverage should match the insurance provider's expectations. USER shall be responsible for compensating staff providing medical coverage. Note that Wisconsin State Law has distinct definitions.

11. Termination

In the event of unforeseen occurrences or the failure of the USER to comply with any covenant or term of the Agreement, the UNIVERSITY shall have the right to terminate this Agreement with reasonable notice to the USER’s designee.

12. Warranty

The UNIVERSITY is only permitting the use of its campus for this EVENT and does not warranty the condition of the campus as safe for the EVENT, it is therefore the organization’s responsibility to inspect the condition of the property to ensure that the space is safe for the EVENT; to notify or request remediation any conditions which would create a danger to the participants; and if unsafe to cancel the EVENT.

13. 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.

14. Notices

All notices required under this Agreement will be in writing and will be deemed to have been given if either delivered personally or mailed by certified or registered mail, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

Sandi Maine-Delepierre
University of Wisconsin-Green Bay
2420 Nicolet Drive Cofrin 830
Green Bay, WI 54311
maines@uwgb.edu

Name
Business Name
Address
City, St Zip
Phone or Email

15. Facsimile And PDF Signature:

The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and collectively shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (PDF) may be considered an original for all purposes, including without limitation the execution of this Agreement and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their authorized representative.

University of Wisconsin-Green Bay

Organization Name

Authorized Representative
Name
Title

Authorized Representative
Name
Title

Date

Date

Tax ID #