

**UNIVERSITY OF WISCONSIN-MADISON
FACILITIES USE GUIDELINES**

SUBJECT: Use of UW-Madison Facilities: Terms & Conditions
FROM: Legal Services
DATE: July 1, 2003

In consideration of the use of University of Wisconsin-Madison assigned facilities, the Signatory(s) agree to the following Terms and Conditions.

1. Statutes, Rules, Regulations This Agreement is subject to the applicable statutes, rules and regulations and is bound thereby. The Signatory(s) further agrees that, in presenting any performance, lecture, meeting, or other function 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 Signatory(s) shall be responsible for the supervision and control of its agents, employees, guests and contractors and their activities on University premises.
3. Damages The Signatory(s) 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.
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. Rental Schedule Charges Room rental and service charges will be determined in accordance with appropriate University rental schedules. The assigned space will be made available at the time designated on the reservation. The Signatory(s) will be responsible for vacating the space at the designated time.
6. Fire Restriction In compliance with local fire codes, the maximum room occupancy may not exceed the designated room capacity. Table or chairs cannot be moved so as to block aisles or fire exits.
7. Security Police and/or security personnel may be required for certain functions, as determined by the University. Charges for this service will be the responsibility of the Signatory(s).
8. Alcohol Alcoholic beverages must be served by University personnel and must comply with applicable State and University regulations. At the discretion of the University, access to beverage service may be restricted in a variety of ways. Special arrangements such as "beer gardens" which require extra personnel for checking ID's, etc., are at the expense of the Signatory(s). Behavior that interferes with the decorous conduct of events will be grounds for termination of beverage service at the discretion of the facilities' staff.
9. Smoking Smoking is not allowed at any time within University facilities.

10. ADA Compliance Compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for events held in University facilities.
11. Cancellations Late cancellations or a “no show” for a scheduled facility use may be grounds for termination or restriction of use privileges.
12. Termination In the event of unforeseen occurrences or the failure of any or all of the Signatory(s) to comply with any covenant or term of this Agreement, the University shall have the right to immediately terminate this Agreement by verbal notice to Signatory(s) representative. The Signatory(s) may terminate this Agreement in advance of its actual commencement of occupancy upon written notice to the University. In the event of such termination, the Signatory(s) shall be refunded the use fee, prorated according to any actual occupancy and use.
13. Liability If the Signatory(s) organization is part of the University, the organization may be responsible to the University for property damages or loss caused by the organization’s officers, employees, agents, guests and contractors in connection with their operations, activities, occupancy or use of the University premises.

If the Signatory(s) organization is not a part of the University, it agrees to indemnify and hold harmless, assume liability for and defend, the State of Wisconsin, the Board of Regents of the University of Wisconsin System 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, commissions or wrongful conduct of its officers, employees, agents, guests and contractors in connection with their operations, activities, occupancy or use of the University premises.

Signatures required only for events including admission charges, catering, room rentals, or charges for special equipment.

Name of
Dept/Organization _____;

Authorized Representative _____; Date _____;

Relationship to Dept/Organization _____.

Name of Non University Co-Sponsor _____;

Authorized Representative _____; Date _____;

Relationship to Organization _____.

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University Representative _____
Darrell Bazzell, Vice Chancellor for Administration