



MONONA TERRACE COMMUNITY AND CONVENTION CENTER

ONE JOHN NOLEN DRIVE MADISON, WI 53703 TEL 608 261-4000 FAX 608 261-4049

This agreement, entered into **Printed Date**, between the Monona Terrace Community and Convention Center of the City of Madison, Wisconsin (Center) and **The State of Wisconsin Department of Public Instruction**, (Lessee). Center agrees to grant Lessee entrance and use of this facility under the following terms and conditions.

1. **Event Schedule:** Lessee is responsible for occupying and vacating premises according to the times specified in Attachment A, the Event Sheet, which is incorporated. Deviations from Attachment A may result in additional charges to Lessee. Lessee must provide Center with final layout and setup of this event at least 30 days prior to event. Center has the right to assess additional fees for layouts and setups not received on time or for any changes made within 14 days of event.

2. **Payment:** Execution of this agreement and a confirmation deposit of **\$0,000.00**, which is 50% of room rental fee, are due on **Contract Due Date**. This deposit is nonrefundable if Lessee cancels one hundred eighty (180) days or less prior to the event. Thirty (30) days prior to event, 50% of the estimated food and beverage costs will be billed. Payment of this amount shall be due immediately but no later than fourteen (14) days prior to the event. After the event, Center will bill Lessee according to actual food and beverage costs and allowing for the discounted base room rental according to the Sliding Scale for Base Rental Fees, current at the time of the event, which is incorporated by reference. Tax and service charges are not included when calculating this discount. Lessee agrees to pay the total amount due less the credits for deposits. Center will send any refund due to Lessee or apply the deposit to fees due the Center within thirty (30) days from billing date. A \$25.00 fee will be charged for each returned check.

2.1 Final payment shall include fees for services and/or equipment requested by Lessee that are in addition to setup. Such charges will be based upon the Equipment and Services Price List for current at the time of the event, which is incorporated by reference. Center will set charges for items not on the Equipment and Services Price List according to Center's cost of providing those items to Lessee.

2.2 Lessee authorizes Center to charge Lessee's credit card or security deposit to satisfy any outstanding balance resulting from Lessee's use of Center's facilities, equipment, or services.

3. **Food:** All food and beverage service requests must be made to Monona Catering. No food or beverages may be brought into the Center without prior written permission. Food and beverage prices will be according to Monona Catering Food Service Policy, which is incorporated by reference. Payment for food and beverages shall be made directly to Center.

4. **Audio/Video Equipment:** With the exception of Client computers, all audio/visual equipment must be ordered from the Center. No other audio/visual equipment may be brought into the Center. Charges may apply for providing electrical power and labor for setup of client computers.

5. **Liability:** It is mutually agreed the State of Wisconsin and Center will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.

6. **Occupancy Interruption:** Center retains the right to cause the interruption of any event in the interests of public safety, and to cause the termination of the event when to do so is necessary in the interest of public safety. Center reserves the right to access all areas of Center for facility operations.

7. **Entire Agreement:** This agreement, including all attachments and fee and policy sheets, represents the complete and entire understanding between the parties. This agreement may only be modified or amended in writing and signed by both parties. This agreement supersedes any and all written documents, verbal agreements, and negotiations between the parties. If there is any conflict between this Facility Rental Agreement and the Lessee's purchase order, then the Facility Rental Agreement prevails.

8. **Miscellaneous:** Lessee agrees to be responsible for paying all taxes related to this agreement (unless Lessee is tax-exempt by law), and acquiring all licenses and permits necessary for the described use of Center. Licensee further agrees to abide by and have all employees, agents, invitees, and subcontractors abide by all city, state, and federal laws during the course of Licensee's event.

9. **Affirmative Action Plan:** During the term of this agreement the Center and Lessee, each for itself, agrees to abide by its own affirmative action plan.

10. **Nondiscrimination:** In connection with the performance of work under this agreement, both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. Parties further agree not to discriminate against any employee or applicant because of marital status, income level or source of income, arrest record or conviction record, less than honorable discharge, political beliefs, or student status. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the parties further agree to take affirmative action to ensure equal employment opportunities. The parties agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the appropriate officer that set forth the provisions of the nondiscrimination clause.

11. **Nonappropriation of Funds:** This contract shall be terminated without penalty upon the failure of the legislature or Common Council to appropriate funds necessary to carry out its terms.

12. **Disclosure:** If a state public official (s. 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this contract is voidable by the State unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 212 East Washington Avenue, Third Floor, Madison, Wisconsin, 53703 (Telephone 608-266-8123).

13. **Applicable Law:** This agreement shall be governed by the laws of the State of Wisconsin. Venue for all actions resulting from this contract will be Dane County, Wisconsin.

14. **Acquisition by Third Party:** The terms and conditions of this contract shall survive any and all assignments, mergers, or acquisitions by a third party until cancelled in writing by both parties.

Addendum

This addendum is incorporated in and made a part of the above agreement between Lessee and Center. In the event of a conflict between the agreement and this Addendum, the terms of this Addendum, to the extent of any conflict, are controlling.

In reference to section "2. **Payment**," a purchase order shall be issued in lieu of a deposit or any and all advanced payments and will encompass all services and fees that are associated with the event to be direct billed upon conclusion of event and to be paid within 30 days of receipt of invoice.

In reference to section "3. **Food**," meal prices must be inclusive and cannot exceed the State per diem maximum rates in effect for Wisconsin Fiscal year **YEAR** which will be reflected on the purchase order to be issued in July of **YEAR** and shall be considered confirmed at that time.

In reference to section "5. **Liability**," the State of Wisconsin agrees to save the Center harmless to the extent provided under ss.893.82 and 895.46, Wis. Stats., for any and all damages, expenses, and third party claims where such damage or injury was a result of the negligent acts or omissions of the State of Wisconsin's officers, employees or agents.

Approved and Agreed to:

Monona Terrace Community and Convention Center

State of Wisconsin Department of Public Instruction

By: _____ Date: _____

By: _____ Date: _____

Gregg McManners, CFE
Executive Director

MT Review

Print Name/Title