



# MONONA TERRACE COMMUNITY AND CONVENTION CENTER

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

## FACILITY RENTAL AGREEMENT

This lease agreement, made and entered into by and between the City of Madison, a Wisconsin municipal corporation, hereinafter referred to as "City" and **Legal Name - Account**, hereinafter referred to as "Client" or "Lessee". Client includes agents, subcontractors, or sublessees of Lessee.

The City operates the Monona Terrace Community and Convention Center, A Public Place by Frank Lloyd Wright, hereinafter referred to as "Center", at One John Nolen Drive in the City of Madison. Client desires to rent Center space and accordingly, the parties agree to the fees and conditions as set forth in this lease agreement.

### SECTION 1 - AUTHORITY

- A. The Director of the Center has full responsibility for the operation of the Center and shall act for and on behalf of the City in management, supervision and control of these facilities. The Director is duly authorized to enter into agreements with associations, businesses, and individuals for use of the Center when such use is in the best interest of the City.
- B. By signing this agreement, signator acknowledges that he/she has full authority to bind the Client to this contract.

### SECTION 2 - FEES, PAYMENT, AND CLIENT NEEDS

- A. **Base Rental Fee:** The base rental fee includes the use of space as set forth in the Event Sheet, which is Attachment A of this agreement and incorporated herein. Base rental fee includes normal heat, lights, air conditioning, normal cleaning, standard room setups and routine maintenance by the City. One-half normal electrical illumination will be allowed for move-in and move-out days. Heat and air conditioning will not be provided if loading doors are open. Additional heating and air conditioning requested by Client will be charged according to the published rates and fees schedule.
- B. **Payment:** Upon execution of this agreement, a confirmation deposit or purchase order of **\$0,000.00**, which is 50% of room rental fee, is due. If event is canceled after agreement has been signed by Client, this deposit will be forfeited. Thirty (30) days prior to event, the remaining 50% of rent and 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.
- C. **Description of Client Needs:** Client shall provide City, at least thirty (30) days prior to the commencement of the term of this agreement, a full and detailed description of Client requirements for the facilities, equipment and personnel including, but not limited to, all stage, sound, lighting, chair or table setups, and such other information as City may require. In the event the description is not provided in a timely fashion, the City reserves the right to order services and equipment which it determines to best serve the interests of the Client. Client agrees to reimburse the City for such services and equipment ordered and in such circumstance, approval of final setup will be accomplished by a walk through.
- D. **Final Payment:** 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, service charges and any concessions sales 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. Lessee agrees to pay twelve (12%) percent per annum (1% monthly) if payment occurs more than thirty (30) days from billing date. A \$25.00 fee will be charged for each returned check.

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 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 at providing those items to Lessee. Final payment shall include the cost of repair or replacement of any of Center's premises or property damaged by Lessee or Lessee's employees, invitees, agents, or subcontractors as set forth in Section 12.

E. **Release of Space:** This contract must be signed by the Client and returned to Monona Terrace Community and Convention Center by **Contract Due Date**. In the event this contract is not received by this date, City reserves the right to release all spaces held by Client for general sale.

### SECTION 3 - INSURANCE AND HOLD HARMLESS

A. **Liability Insurance:** The State of Wisconsin, including the Board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional and automobile) under s.895.46(1) and 893.82 of the Wisconsin Statutes. This protection provides coverage for our officers, employees, and agents. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for the negligent acts or omissions of its officers, employees and agents, in accordance with the statutes. In addition to the self-funded program, the State purchases substantial limits of excess commercial insurance should a claim ever exceed the self-insured limits. Coverage is continuous under the law. Since this is statutory protection, there is no policy with which to name the City of Madison as additionally insured.

B. **Worker's Compensation Insurance:** Employees of the University of Wisconsin-Madison are covered for Workers' Compensation & Employer's Liability under Wisconsin Statutes, Section 102. This coverage is in compliance with applicable federal and state workers' compensation and occupational disease statutes. It is continuous under the law.

C. **Actions Which Jeopardize Premises and Insurance Thereof:** Client shall not, without prior expressed written consent of the City, display or operate any motor vehicle, engine, motor or machinery on the leased premises, or use oils or other flammables for any purpose, nor use any other agent for heating or illuminating premises except that provided by the City. Client shall not set off or exhibit on or over said premises or bring onto said premises any fireworks or explosives. Client shall not do or permit to be done anything in or upon any portion of the premises, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the building or buildings or any part thereof or in any way increase the rate of insurance upon the building or on the property kept therein. With prior written consent Client may display a motor vehicle only if Client agrees to abide by any safety regulations imposed by City or by law.

D. **Liability:** The City shall be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment while retaining statutory protections provided by Sec. 893.80 and Sec. 895.46, Wisconsin Statutes. The Board of Regents of the University of Wisconsin System shall be responsible for any injuries, claims or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment while retaining statutory protections provided by Sec. 893.82 and Sec. 895.46, Wisconsin Statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

E. **Third Party Liability:** City shall not be responsible or liable for any damage or injury that may happen to property or person of Client's agents, subcontractors, employees, members, invitees, or others in any way connected with Client, or for any other damages of any other kind or nature, for any cause whatever prior, during or subsequent to the Lease period. The City, its officers, agents, employees or members of its boards or commissions shall not ever be liable for any claims for damages that may result from the destruction of or damage to the Monona Terrace Community and Convention Center or any part thereof.

### SECTION 4 - COMPLIANCE WITH LAWS

The Client shall, at its own expense, promptly comply and cause its employees, agents, contractors, exhibitors, patrons and invitees to promptly comply with all laws, orders, rules and regulations of all federal, state, county and city governments and agencies and subdivisions thereof.

### SECTION 5 - LICENSES AND PERMITS

The Client has the responsibility to obtain any additional licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate departments of the federal, state, county or city governments.

### SECTION 6 - SAFETY

A. The Center will provide written instructions to Client prior to the event regarding safety and disaster procedures upon request. It is the responsibility of each Client to familiarize the exhibitors and their employees, agents, and invitees with the safety procedures and regulations governing all parts of the Center used by Client. Client shall instruct exhibitors and employees in the building evacuation plan in the event of fire or other disaster and formulate a specific plan to evacuate any disabled person among them in the event of fire or other disaster.

B. **Severability:** If any provision of this lease agreement or the policies, rules, and regulations which have been incorporated into this license agreement by reference shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

C. **Assignment:** Client may not assign this agreement or any interest therein or permit the use of the leased areas or any part thereof by any party other than Client without the prior written consent of the Center. Any attempted assignment without the prior written consent of the Center shall be null and void.

D. **Non-Discrimination:** During the term of this agreement, the parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the parties agree that this agreement does not subject either party to the other's jurisdiction for the determination of such matters.

E. **No Waiver:** No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of Center or Client shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by Center or Client therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

F. **Force Majeure:** Neither party shall be deemed to be in default in the performance of the terms of this agreement if either party is prevented from performing the terms of this agreement by causes beyond its control, including Acts of God; failure due to delay or performance by suppliers or contractors; any catastrophe resulting from earthquake, flood, fire, explosion, or other cause beyond the control of the defaulting party; and strikes, lockouts, work stoppages, or other labor disputes. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of delay, and if the condition that caused the delay is corrected, the party delayed shall notify the other party immediately and shall resume operations under the agreement.

G. **Entire Agreement:** This agreement and any attachments herein or incorporated by reference plus Lessee's purchase order represent the complete and entire understanding between the parties. This contract supersedes any and all oral contracts 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.

H. **Promotional Advertising and News Releases:** City agrees that reference to or use of the State of Wisconsin, any of its departments, agencies (UW Madison) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this agreement shall not be made without prior approval of the UW-Madison. Subject to local and state open records law, release of broadcast e-mails pertaining to this agreement shall not be made without prior written authorization of the Lessee.

**AUTHORIZED REPRESENTATIVE FROM UNIVERSITY OF WISCONSIN PURCHASING:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

**MONONA TERRACE COMMUNITY AND CONVENTION CENTER**

By: \_\_\_\_\_  
Gregg McManners, CFE, Executive Director

\_\_\_\_\_  
Date

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