



# 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 **Account Legal Name**, hereinafter referred to as "Lessee". Lessee 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. Lessee 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 having full authority to bind the Lessee to this contract.

### SECTION 2 - FEES, PAYMENT, AND LESSEE 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 Lessee will be charged according to the published rates and fees schedule.

B. **Payment.** Execution of this agreement is due on **Contract Due Date**. **Fifty percent (50%) of the room rental fee will be charged to lessee's account if Lessee cancels after agreement has been signed by Lessee.**

C. **Description of Lessee Needs.** Lessee shall provide City, at least thirty (30) days prior to the commencement of the term of this agreement, a full and detailed description of Lessee 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 that it determines to best serve the interests of the Lessee. Lessee 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, allowing for the discounted base room rental according to the Sliding Scale for Base Rental Fee sheet, 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 credits for any deposits. Center will send any refund due to Lessee or apply any deposits to fees due the Center within thirty (30) days from billing date. Lessee agrees to pay eighteen (18%) percent per annum (1.5% 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 by Lessee's employees, invitees, agents, or subcontractors as set forth in Section 12.

E. **Release of Space.** This contract must be signed by the Lessee and returned to Monona Terrace Community and Convention Center by the due date indicated in Subsection B above. In the event this contract is not received by this date, City reserves the right to release all spaces held by Lessee for general sale.

### SECTION 3 - INSURANCE AND INDEMNIFICATION

A. **Liability insurance:** Lessee shall provide proof that it carries general public liability and property damage liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage liability before use of the leased premises is permitted. Lessee shall be responsible for providing the above insurance at its own cost and naming the City of Madison, its officers, officials, employees, agents and members of its boards and commissions as additionally insured on the Lessee's policy with respect to use of the leased premises as outlined in this lease. Proof of such insurance by certificate or other evidence satisfactory to the City shall be presented by Lessee at least thirty (30) days prior to occupancy of the leased premises. The Lessee and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

B. **Worker's Compensation Insurance:** At least thirty days prior to the use of the leased premises, Lessee shall provide City with a certificate of insurance demonstrating Worker's Compensation Insurance as required by Wisconsin Statutes to be in force for the duration of this agreement.

C. **Actions which Jeopardize Premises and Insurance thereof:** Lessee 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. Lessee shall not set off or exhibit on or over said premises or bring onto said premises any fireworks or explosives. Lessee 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 that 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 Lessee may display a motor vehicle only if Lessee agrees to abide by any safety regulations imposed by City or by law.

D. **Hold Harmless:** Lessee agrees to hold harmless, indemnify and defend the City and its officers, officials, employees, agents and members of its boards and commissions from any and all liability including claims, demands, losses costs, damages and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of this lease where such liability is founded upon or grows out of the acts or omissions of any of Lessee's agents, employees, invitees, subcontractors or others in any way connected with Lessee. Lessee agrees that City shall not be responsible for lost or stolen items.

E. **Third Party Liability:** City shall not be responsible or liable for any damage or injury that may happen to property or person of Lessee's agents, subcontractors, employees, members, invitees, or others in any way connected with Lessee, or for any other damages of any other kind or nature, for any cause whatever prior, during or subsequent to the Lease period. Lessee hereby expressly releases City from and agrees to defend and indemnify City, its officers, agents, employees, or members of its boards or commissions, against any and all claims for such loss, damage or injury to persons, property or otherwise. 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 Lessee 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 Lessee 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 Lessee prior to the event regarding safety and disaster procedures upon request. It is the responsibility of each Lessee to familiarize the exhibitors and their employees, agents, and invitees

with the safety procedures and regulations governing all parts of the Center used by Lessee. Lessee 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. Lessee or its agents shall not impede any portion of the sidewalks, ramps, entries, doors, corridors, passageways, vestibules, hallways, lobbies, stairways, elevators, escalators, aisles, or driveways, nor use of these named spaces for any purpose other than ingress or egress from the premises. Lessee or its agents shall not cover or obstruct access to public utilities, fire hose cabinets, heating and air conditioning vents, lighting fixtures, skylights and fire sprinkler systems at any time.

C. Persons will not be permitted inside any area of the Center in excess of the established capacity.

D. Lessee shall not permit any live animal, reptile, fish or bird to enter or remain in the Center unless it is a properly identified service animal or is an animal, reptile, fish or bird which the City has in writing expressly consented to allow in the Center. All such animals so admitted must at all times remain on a leash, within a pen or be under similar control.

#### SECTION 7 - REMAINING PROPERTY AND LOST ARTICLES

Lessee shall remove all property, goods and effects belonging to Lessee or caused by Lessee to be brought upon premises as set forth in the Event Sheet on or before the last date and time set forth in the Event Sheet. If any such property is not removed according to the Event Sheet, the City shall have the right to retain and sell the same in such manner as may be deemed advisable and to hold the proceeds thereof for Lessee, less the expense of selling, or City may store such property, for which Lessee shall pay a reasonable fee and all expenses incurred thereafter. The City shall have the sole right to retain custody of articles left in the building by persons attending any performances, exhibit or entertainment given or held in the vacated premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.

#### SECTION 8 - CONCESSIONS/NOVELTIES

The City shall have the exclusive rights to provide to Lessee the following services: concession sales, sale of novelties and merchandise. Lessee shall not distribute or sell any concession items including, but not limited to, printed material, records, tapes, food, beverages, flowers, novelties, souvenirs and clothing, without the prior written approval of the Center. Concession/novelty fees will be assessed according to the Equipment and Services Price List current at the time of the event. This provision shall not prohibit the distribution of free printed material to persons attending Lessee's event.

#### SECTION 9 - FOOD AND BEVERAGE SERVICE

A. **Catering.** All food and beverage service requests must be made to Monona Catering. No food or beverages may be brought into the Center. Food and beverage prices will be according to Monona Catering menus and Monona Catering Food Service Policy Agreement current at the time, which are incorporated by reference. City guarantees that prices in effect six (6) months prior to the event will be honored. Payment for food and beverages shall be made directly to Center.

B. **Exhibitor Samples.** Exhibitors may distribute food/beverage samples relevant to their business or manufacturing only with prior Center approval. Exhibitors having the need to distribute food/beverage samples not relevant to their business or manufacturing shall order these items from Catering.

#### SECTION 10 - PERSONNEL, EQUIPMENT AND SERVICES

A. **Cleaning.** City shall maintain at no extra cost to Lessee all public access areas which includes lobbies, hallways, rest rooms, meeting rooms (except when utilized as exhibit area), association offices and registration area (if requested). Areas set up by service contract shall be cleaned by service contractor. If Lessee desires any additional janitorial and cleaning services on opening day of move-in, during show days through the final day of move-out, they shall be provided by the City or an approved vendor at the expense of Lessee.

B. **Trash Removal.** City will provide trash disposal receptacles for trash, debris, and general packing material as a result of exhibiting in the Center. The cost of compactor and/or open drop boxes will be charged to Lessee for actual number used to service the show for trash removal from Center's property, unless other arrangements are made. Fluids, chemicals, petroleum-based products, perishable items or any other non-dry material must be disposed of in the manner prescribed by City.

Personnel and equipment will be provided at no extra cost to Lessee to remove and empty trash disposal receptacles from pre-assigned areas to compactor and/or drop boxes. City personnel will control the operation of the compactor units.

C. **Equipment and Personnel.** Center will furnish to Lessee at Lessee's expense equipment and materials (to the extent of the Center's available inventory) according to the Equipment and Services Price List current at the time of the event. The Center does not provide storage for exhibit crates and materials. Lessee and Lessee's service contractor are expected to make arrangements for storage of all crates and materials.

Center will also provide technicians, stagehands, electricians, public address system operators, projectionists, security guards, ushers or box office staff at the rates noted on the current Equipment and Services Price List. Center further reserves the right to name all personnel who will operate the Center's equipment, and Lessee shall pay for same.

D. **Audio/Video Equipment.** With the exception of Lessee's 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 Lessee's computers.

E. **Room Setup.** Each meeting room will be provided with a specified size riser with skirting, head table with draping, water service for head table or speaker's platform, heating/cooling as required, lighting, one microphone (or lectern with microphone), tables, chairs, one tripod easel, and one cork/white board and one daily cleaning at no extra cost to Lessee. A change from the original setup per day as requested by Lessee shall be subject to the current Equipment and Services Price List.

#### SECTION 11 - SERVICE COMPANIES

Lessee shall submit to the City in writing a list of service companies who will be providing a service to exhibitors. Lessee shall be responsible for said companies to be properly licensed and insured prior to entering the premises of the Center. Service companies shall provide a copy of their business license and certificate of Worker's Compensation Insurance and a certificate of general liability insurance in the amount of \$1,000,000 in the aggregate to the City at least ten (10) days in advance of Lessee's move-in date.

#### SECTION 12 - ALTERATION OR DEFAACEMENT OF FACILITY

It is understood and agreed that City licenses to Lessee the area in the Center "as is." Lessee may make, at its own expense and with prior written approval of the City, changes, alterations, installations and decorations therein to the leased premises. Lessee shall restore, at its own expense, the building to the same condition in which it existed prior to any alterations made therein for its account, including final cleanup. Ordinary wear and tear and damage by the elements, fire, "Acts of God" or by other cause beyond the control of Lessee are excepted.

Lessee agrees that should Lessee or Lessee's agents, employees, subcontractors or invitees cause damage to the leased premises, Lessee shall be responsible for the cost of repair or replacement. City may require such cost to be deducted from any refund owed Lessee or added to final payment Lessee shall make to City.

#### SECTION 13 - SIGNS, LITERATURE, BALLOONS

Lessee shall not post or permit to be posted any sign or decoration upon said premises or anything that will tend to injure, mar or in any manner deface said premises, and will not permit nails, hooks, adhesive fasteners, tacks or screws to be installed on any part of the building or premises. Signs that must relate to Lessee's event may only be posted on approved billboards for such use. The hanging of pictures, banners or any other items on interior or exterior walls, draperies, or superstructure requires prior written approval of the Center. Lessee shall not distribute any stickers or decals.

Helium balloons are allowed ONLY when they are securely anchored to exhibits. Absolutely no helium balloons may be given away or sold. A balloon removal fee will be assessed according to the current Equipment and Services Price List.

#### SECTION 14 – CITY'S RIGHT OF ENTRY

In permitting the use of the leased premise, the City retains the right to enforce all necessary and proper rules for the management and operation of such area. Duly authorized representatives of the City may enter all areas of the Center at any time and on any occasion without any restrictions whatsoever. All facilities, including the area that is the subject of this agreement, shall at all times be under the charge and control of the City.

## SECTION 15 - UNLAWFUL USES OR BEHAVIOR

Any use of Center that is contrary to public policy, or not in the best interest of the City, or is in violation of any laws of the United States, the State of Wisconsin, County of Dane or City of Madison shall be an event of breach and shall be grounds for immediate termination of this lease agreement. Any person whose conduct is objectionable, in violation of any law, disorderly or disruptive to Center's use shall be refused entrance or shall be immediately ejected from the premises. Lessee shall hold City harmless from any claim resulting from such action.

## SECTION 16 - BROADCAST RIGHTS AND RECORDING

A. **Broadcast Rights.** The City reserves all rights and privileges for outgoing television and radio broadcasts originating from Center during the term of this agreement. If City grants to Lessee any such rights and privileges, it may require Lessee to pay in advance an estimate of City's related costs and may also require payment for such rights and privileges in addition to such advance payment. If Lessee wishes any such rights and privileges, it shall request approval in writing from the Center in advance of the broadcast date.

B. **Recording.** No recording, either visual or audio, of any kind shall be made of the event covered by this agreement without the prior written approval of the Center. City retains the right to require payment from Lessee or licensing agency for the privilege.

## SECTION 17 - COPYRIGHTS AND PROPRIETARY MATERIAL

Lessee shall obtain all necessary licenses and shall pay all costs and fees arising from the use of copyrighted music or dramatic materials, or any other property subject to any trademark, patent or other proprietary right which is used or incorporated in the event (including but not limited to BMI, ASCAP, etc.) Lessee shall indemnify, defend and hold City harmless from any liability, claims or costs, including attorney's fees, arising from the use of any such materials or any claim of infringement or violation of the rights of the owner.

## SECTION 18 - TERMINATION, BREACHES AND REMEDIES

A. The following events shall be designated as an event of breach:

1. Default made by Lessee in the performance of any of its obligations under this agreement;
2. Waste or damage to the facilities or equipment caused or permitted by Lessee;
3. Filing by or against the Lessee of a petition of bankruptcy or insolvency or for reorganization or arrangement or for appointment of a receiver or trustee of all or a portion of the assets of the Lessee;
4. Making by Lessee of an assignment for the benefit of creditors.

B. Upon the occurrence of any of the events set forth in Sub-section A above or elsewhere in this agreement, the City may undertake any or all of the following remedies:

1. Require of Lessee additional security for the performance by Lessee of its obligations hereunder;
2. Without further notice, declare this agreement terminated and revoke the license granted hereunder;
3. Without further notice, enter and take exclusive possession of and remove all persons and property from Center, its facilities, and its equipment, without the necessity of resorting to any legal proceedings;
4. Bring action against Lessee to recover any fees due hereunder and any damages sustained by the City and/or pursue any or all other rights and remedies which it may have at law or equity against Lessee including without limitation specific performance.
5. Withhold and apply, without the necessity of resorting to any legal proceeding to any claim it may have against Lessee, all sums which may come into the hands of the City for or on behalf of Lessee.

## SECTION 19 - ADDITIONAL PROVISIONS



A. **Governing Law.** This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

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.** Lessee 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 Lessee 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.** In the performance of work under this agreement, Lessee agrees not to discriminate against any employee, applicant for employment, customer or patron because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest records or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Lessee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

E. **No Waiver.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder on the part of Center or Lessee 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 Lessee 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 represent the complete and entire understanding between the parties. This contract supersedes any and all oral contracts and negotiations between the parties.

**LESSEE'S AUTHORIZED REPRESENTATIVE:**

**MONONA TERRACE COMMUNITY AND CONVENTION CENTER**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Connie Thompson, Executive Director

\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
MT Review

\_\_\_\_\_  
Phone Number