



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 *Legal Name - Account* (Lessee). Center agrees to grant Lessee 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 or purchase order 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. Lessee agrees to pay twelve (12%) percent per annum (1% monthly) if payment occurs thereafter. 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 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 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.

2.3 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 the 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:** 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.

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. **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.

8. **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.

9. **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.

10. **Compliance with Law:** Lessee agrees to be responsible for acquiring all licenses and permits necessary for the described use of Center. Lessee 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 Lessee's event.

11. **Promotional Advertising and News Releases:** Center 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.

Approved and Agreed to:

**AUTHORIZED REPRESENTATIVE FROM
UNIVERSITY OF WISCONSIN:**

**MONONA TERRACE COMMUNITY AND
CONVENTION CENTER**

Signature

By: _____
Gregg McManners, CFE, Executive Director

Print Name

Date

Date

MT Review