

UNIVERSITY OF WISCONSIN-SUPERIOR
THORPE LANGLEY AUDITORIUM FACILITY USE AGREEMENT

In consideration of the fees and covenants herein expressed the University of Wisconsin-Superior, an agency of the State of Wisconsin, herein called the "permitter", does hereby give permission to:

Sponsoring Organization/Group: _____ Date of Request _____

Contact Person for Event: _____

Address: _____ Phone No: _____

Herein after called the "permittee", to use University of Wisconsin-Superior Thorpe Langley Auditorium, between the following hours on the following day or days:

Date of event: _____ Rehearsal dates: _____

Times from: _____ to _____ Times from: _____ to _____

For the purpose of: _____

With the understanding that all use agreements are subject to the provisions of Wisconsin Administrative Code, Section UWS, Chapter 21.

This agreement is granted upon the following terms and conditions:

1. The permittee shall have the use of the following described facilities:

Please check equipment required. All technical assistance must be arranged with Mark Merrill of Computing & Media Services at (715) 394-8062 at the time of this request. Sponsoring organization assumes the responsibility for any damage and for prompt removal of their equipment and property.

_____ Auditorium	_____ Flag and Stand	_____ Upright Piano
_____ Auditorium Lights	_____ High Stools	_____ Blackboard
_____ Stage	_____ Chairs	_____ Table
_____ Stage Lights	_____ Arm Chairs	_____ Lectern
_____ Concert Floods	_____ Choir Platforms	_____ Microphone
_____ Dimming controls	_____ Music Stands	_____ Other Sound Equip.
_____ Front Curtain	_____ Risers	_____ Video Projector *
_____ Stage Drapery	_____ Ladders	_____ Extension Cord
_____ Platforms	_____ Coat Racks	_____ Record Player
_____ Grand Piano**	_____ No of table(s) and chair(s) for selling tickets at door.	

Other needs _____

(*Video projector requires the rental of a screen. Screen rental fee is not included in the auditorium rental fee)

(**You must contact either Dr. Greg Moore @ 394-8116 or Dr. Beth Gilbert @ 394-8117 to use the Grand Piano)

2. The fee or fees to be paid by the permitter are in the amounts and on the basis and terms as follows:

a) Rate for space (\$400.00 per day and total) _____

b) Rates for staff needed (Custodial, Technical, or other-per hour and total) _____
 Estimated number of attendance _____

See Thorpe Langley Auditorium Administrative Procedure for current rates.

c) Rate for special equipment requests

See Thorpe Langley Auditorium Administrative Procedure for current rates.

d) Permittee agrees to deposit with the facility coordinator of Facilities Management at the time of signing this agreement the sum of \$100.00 in cash, certified check or bank cashier's check payable to "UW-Superior" and also agrees that all payments due under this agreement shall be made:

i. Within 14 days after the holding of each event. (initials _____)

Permittee agrees that full payment for facility use and additional costs not received by the above mentioned times and dates shall be subject to an interest charge not to exceed 18% annually. It is further agreed that if permittee fails to hold such event or events at the agreed time or times, said permittee shall pay to the permitter the sum of \$100.00 as liquidated damages, and that permitter may retain the deposit made hereinabove to apply on said liquidated damages. It is further agreed and understood that the permitter shall have first lien on box-office receipts to cover use fees, incidental expenses and liquidated damages under the terms and conditions of this agreement.

- e) Permittee agrees to pay all use fees due under this contract in cash, certified check or bank cashier's check. At the time of making said payment permittee agrees to submit to the Facility Coordinator an itemized and detailed account of the ticket sales and other pertinent information requested by said Facility Coordinator. Permittee agrees to keep adequate financial records acceptable to the Facility Coordinator, together with a list of the first and last ticket numbers sold and agrees to allow a representative of the Permitter to examine said records at any time. Permittee further agrees that the Facility Coordinator may have a representative in the box office.
3. Permittee shall not televise or broadcast permittee's event without the Facility Coordinator's express approval, and if permittee desires to televise or broadcast its event, permittee agrees to pay the permitter an additional fee of _____ for such privilege, and in addition thereto, to pay all costs in connection with the televising or broadcasting of such event.
4. Time shall be of the essence in this agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the permission of the Facility Coordinator, and all additional time shall be paid for according to the schedule of fees fixed by the Facility Coordinator, if such permission is granted.
5. All employees, such as ticket takers, ticket sellers, ushers, doormen, security, lifeguards, technicians, electricians, custodial and others to be used on the occasion herein mentioned, shall be the employees of the permitter, but shall be paid for by the permittee at the rate established by the Facility Coordinator. The number thereof shall be fixed by the Facility Coordinator if not mutually agreed upon. Permittee must secure the written permission of the Facility Coordinator for the use of volunteer or paid service staff and such employees shall be under the general jurisdiction of the Facility Coordinator and subject to all rules and regulations applicable to regular employees. The permittee shall remove from service upon request of the Facility Coordinator any employee not adhering to the rules and regulations relating to their conduct.
6. Permittee agrees that no advertising or other matter shall be placed or posted in or about said described facilities or announced or publicized over any loud speaker system therein without first having obtained the written permission of the Facility Coordinator.
7. Permitter agrees to provide the permittee with box-office space on the day(s) of the scheduled event, commencing at N/A AM/PM and ending at N/A AM/PM. If additional box-office space is required, permittee may obtain space on terms and conditions determined by the Facility Coordinator.
8. Permittee agrees that he will not sell or dispose of, or permit to be sold or dispose of tickets in excess of seating capacity, or admit a larger number or persons as established by fire safety regulations. The decision of the Facility Coordinator in this respect shall be final.
9. All concessions, catering and concession or catering rights are reserved to the permitter and its assigns. The permitter will have the privilege of canvassing, selling, delivering, servicing and otherwise hawking wares, novelties and merchandise, foodstuffs and beverages. Permittee agrees to have an intermission of at least minutes during each sporting, theatrical, musical or similar type activity for such purposes. The University Dining Service requires a guarantee of persons for catered meals. Catered activities for more than four hundred (400) persons will require special arrangements. Contact Chartwells at (715) 394-8102 for more information.
10. Permittee shall not sell or cause to be sold, programs, novelties, merchandise or other wares in or about said described facilities, except on terms and conditions as determined by the Facility Coordinator.
11. Permittee agrees to comply with all laws, ordinances and rules applicable to the use of said described facilities and to pay all taxes imposed by law in connection with its use and occupancy thereof. Permittee further agrees to abide by and enforce all specified guidelines and regulations governing University grounds, buildings, and property. Smoking is prohibited in all University buildings and immediately outside of doorways.
12. Permittee agrees that he shall not stage any act or performance in which fire or flame is involved without first seeking written permission from the City of Superior Fire Department.
13. Permittee agrees that he will not use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, shaves of grain, streamers, straw, paper, vines, moss, coniferous foliage of any similar flammable or combustible materials in or about said described facilities.
14. Permittee shall not mar or in any way deface said premises and shall not cause or permit anything to be done whereby said premises shall be in any manner marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.

15. Erection of special platforms, water tanks, scaffolding, rigging or other apparatus is the responsibility of the permittee, but in order to insure safety to the performers and the public, shall be installed according to the specifications as determined by the City of Superior Building Inspector and the Facility Coordinator.
16. Permittee agrees that he will not use permitter's equipment, tools, or furnishings, located in or about described facilities, without first applying for and receiving the approval of the Facility Coordinator.
17. Permittee understands and agrees that during the term of this agreement other events may be held in other parts of the described facilities not included in this agreement and permittee shall so conduct its activities so as not to unreasonably interfere with such other events.
18. The permittee does hereby agree to hold harmless and indemnify the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-Superior, their officers, agents and employees, from any and all liability, loss, damages, costs, or expenses which are sustained, or incurred, arising out of the actions in the use of the described facilities by the permittee. Permittee further agrees to and hereby does waive any claim that, except for this waiver, it might otherwise have on account of the inability of permitter for any cause to furnish to permittee the use of the facilities herein described. Permittee further agrees to reimburse the permitter for any damage done to permitter's premises or equipment caused by or arising out of the use and occupancy of permitter's premises by permittee. The agreement in this paragraph 18 contained is one of the considerations upon which this use of facilities is granted.
19. The permittee agrees to obtain at its own cost and expense public liability insurance in the sum of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in aggregate. All policies shall name the Board of Regents of the University of Wisconsin, its officers, agents, and employees as additional insured and shall contain a provision that such policy shall not be cancelled without thirty (30) days written notice to the University of Wisconsin-Superior. This insurance requirement is the responsibility of the organization wishing to use our facilities. **Permittee shall at the time of the execution of this agreement furnish permitter with a copy of said policy or policies or a certificate or certificates that such insurance has been issued.**
20. Permittee shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the permitter. The permittee is an independent contractor and not the agent or employee of the permitter.
21. Other Items (specify) _____

22. Permittee agrees that this writing constitutes the entire and final agreement, and that all prior negotiations and agreements are merged in this writing.

IN WITNESS WHEREOF, the permitter has caused these presents to be signed by its Facility Coordinator or his designee, and the permittee has executed the same the day and date first above written.

DATED THIS _____ day of _____, 20____

For the University of Wisconsin Superior:

By _____
Facility Coordinator - Title

For the Permittee:

By _____
Permittee - Title