

UNIVERSITY OF WISCONSIN - LA CROSSE
UNIFORM STATEMENT OF RESPONSIBILITY, RELEASE, AND AUTHORIZATION FOR USE OF
UNIVERSITY FACILITIES AND GROUNDS

The University of Wisconsin-La Crosse ("University"), acting for the Board of Regents of the University of Wisconsin System (Board of Regents), hereby agrees to provide use of the UWL spaces designated in the attached Reservation Number [# Insert] to [Insert Customer Organization or Name], subsequently referred to as "LESSEE" on [Insert Date(s)] at the times listed in the Reservation Details pursuant to this "Uniform Statement of Responsibility, release and Authorization for Use of University Facilities and Grounds" (Hereinafter the "Agreement").

Whereas, the named LESSEE desires to use University facilities at the University of Wisconsin - La Crosse for non-university sponsored activities and/or programs, and the University has approved the use of these facilities, the undersigned does hereby agree as follows:

FACILITY, EQUIPMENT, AND STAFFING FEES

The LESSEE agrees to pay the University for all charges related to facilities, equipment, staffing, and externally contracted services as outlined in the reservation confirmation, a copy of which is hereby incorporated by reference as part of this Agreement. Wisconsin state tax will be applied to invoices for all groups who do not have federal tax exempt status. Payment must be received a minimum of thirty days from the invoice date.

PARKING

University Reservations will work with the Parking Office to establish parking locations and associated fees. An initial quote will be provided to LESSEE, and the final cost will be included in the Reservations invoice, based on actual event attendance.

CANCELLATION OR SIGNIFICANT CHANGES IN FACILITY REQUEST

Written notification of cancellation by the LESSEE must be received by University 30 days prior to the scheduled date of the event. Notification of cancellation by the LESSEE received after 30 days prior to the event will result in LESSEE being liable for actual costs related to the event. Any significant changes to the original facility request must be submitted 14 days prior to the scheduled date of the event and must be in writing;

Should the conduct of the event contemplated by LESSEE be prohibited or prevented by any circumstances beyond the control of either party (such as the enactment of new government laws, proclamations or decrees, or if such conduct is prevented or substantially impeded by an "Act of God", strikes, labor disturbances, demonstrations, war, riot, civil disorder, curtailment of transportation facilities, epidemics or pandemics, or other like cause, such game, contest, exposition or other event shall be rescheduled, if practical, for a time mutually agreeable to the parties. Should such event not be rescheduled, LESSEE shall reimburse the University for its actual expenses incurred in anticipation of and preparation for such EVENT. If a party is seeking to rely upon this paragraph for purposes of terminating the Agreement, then the ability to terminate the Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event later than ten (10) days after learning of such basis.

Notwithstanding any other provisions of this Agreement to the contrary, the parties understand that there is inherent uncertainty involved in scheduling future events due to the COVID-19 pandemic and the changing status of national, state, local laws and regulations, and UW System and institutional rules, policies, and guidance (collectively, "Applicable Law") which may impact use of the Premises. If the use of the Premises for the above-described event(s) is not prohibited or substantially hindered by Applicable Law but LESSEE wishes not to proceed with the use of University facilities under this Agreement for COVID-related reasons, the University agrees to discuss in good faith rescheduling of the event(s) or the waiver or refund of all or a portion of amounts owed.

TERMINATION

In the event of unforeseen occurrences or the failure of any or all of the Signatory(s) to comply with any covenant or term of the Agreement, the University shall have the right to immediately terminate this Agreement by verbal notice to LESSEE's representative.

LESSEE'S LIABILITY

LESSEE shall be responsible for the supervision and control of its agents, employees, guests, and contractors, and their activities on the University premises. The LESSEE agrees to indemnify and hold harmless, assume liability for and defend, the State of Wisconsin, the Board of Regents of the University of Wisconsin System and its officers, employees and agents, from and against any and all actions, claims, liabilities, assertions or liability, losses, costs, and expenses of whatever kind of nature, for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or which in any manner arise or are alleged to have arisen, from the acts, omissions or wrongful conduct of LESSEE or LESSEE's guests, participants, or patrons, in connection with LESSEE's operations, activities, occupancy, or use of the University premises. In the event LESSEE is a municipal, state, or federal institution, then LESSEE's obligations to indemnify, hold harmless, assume liability, and/or defend as previously stated under this section shall be limited to the extent authorized by applicable law.

DAMAGES

Lessee shall assume full legal and financial responsibility for any and all damages (minus normal wear and tear) to University property (including but not limited to University buildings, facilities and/or equipment) used while conducting this program, and to be responsible for removal of all personal materials prior to leaving the building or facility at the completion of each program/event. Charges will be assessed to the undersigned for restoration and property removal if applicable. The use of confetti is prohibited.

Lessee agrees to waive any claim for damages or compensation resulting from fire, casualty or other circumstances beyond the parties' control rendering the fulfillment of this agreement impractical or impossible, and understands that the University shall not be liable for any loss whatsoever as a result of such changes, with or without notice.

LESSEE agrees to voluntarily indemnify, defend and hold harmless the University (Board of Regents) and their respective officers, employees, and agents from any and all liability, loss, damages, costs, or expenses (including attorney fees) arising out of the use of the University buildings/facilities which do not arise out of the negligent acts or omissions of an officers, employee, or agent of the University (Board of Regents). In the event LESSEE is a municipal, state, or federal institution, then LESSEE's obligations to indemnify, hold harmless, assume liability, and/or defend as previously stated under this section shall be limited to the extent authorized by applicable law.

LESSEE agrees that the University assumes no responsibility for damage to or loss of any materials or equipment left on the premises.

HEALTH & SAFETY

LESSEE agrees to grant the University, its employees, agents and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participants expense and of returning the participant to their home.

The parties agree that University's general safety policies and procedures and also its COVID-19 Protocols, both of which are updated from time to time, shall govern the use of the facilities by LESSEE and its officers, employees, agents, volunteers, and guests/spectators. University's COVID-19 Protocols include but are not limited to guidance and requirements on topics including but not limited to face coverings and social distancing. University shall provide a copy of University's most current COVID-19 Protocols prior to the start of the rental/use period. LESSEE shall be responsible for the application and compliance of University's safety policies and procedures and University's COVID-19 Protocols for any of LESSEE's officers, employees, agents, volunteers, and/or guests/spectators. However, University may require of LESSEE that officers, employees, agents, volunteers and/or guests of LESSEE who in the independent determination of University are not following University's general safety policies and procedures and/or its COVID-19 Protocols shall be removed from the premises.

LESSEE may establish specific additional COVID-19 Protocols for LESSEE's officers, employees, agents, volunteers, and/or guests/spectators which align with the University's Protocols and with CDC recommendations for the specific event(s) giving rise to this Agreement. LESSEE shall report to the University any report made by LESSEE's officers, employees, agents, volunteers, and/or guests/spectators regarding any COVID-19 infection made to LESSEE up to two weeks after the event(s). If such a report is received during or after the event(s), the LESSEE shall be responsible for coordinating any required contact tracing. The LESSEE shall be responsible for ensuring that all officers, employees, agents, and volunteers under the direction of the LESSEE are aware of the restrictions of all applicable COVID-19 Protocols and engages in a reasonable daily assessment to confirm that no person entering the premises is symptomatic for COVID-19.

LESSEE's compliance with this Agreement (and specifically with this section pertaining to "Health & Safety") does not preclude LESSEE, or LESSEE's officers, employees, agents, volunteers, and guests/spectators from their responsibility to abide by additional federal, state, or municipal laws, regulations and/or policies that may additionally govern the use of the Premises, including but not limited to any such federal, state or municipal requirement or guidance implemented in connection with the COVID-19 pandemic (e.g., restrictions on permissible use of facilities, occupancy limits, social distancing measures, and face covering requirements). Additionally, LESSEE and LESSEE's officers, employees, agents, volunteers, and guests/spectators must also abide at all times with any requirements of local police or fire departments.

SPONSORSHIP

LESSEE agrees to refrain from using the University of Wisconsin-La Crosse name or trademarks to indicate sponsorship or endorsement of the function. Failure to comply with this may result in cancellation of the reservation.

ACCESS TO VULNERABLE POPULATIONS; MANDATORY REPORTING OBLIGATIONS

To the maximum extent feasible, if LESSEE (including but not limited to LESSEE's employees, agents, affiliates, and volunteers) will have routine or unsupervised access to vulnerable populations (minors or medical patients) in the course of performance of LESSEE's activities under this Agreement, then LESSEE must provide to University representation that LESSEE's employees, agents, affiliates, and volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by LESSEE that includes a check of the vendor's proprietary national criminal background check database.

On December 19, 2011, the Governor signed Executive Order #54 requiring all agents of the University of Wisconsin System report child abuse or neglect immediately if the individual, in the course of agency, observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the employee has reasonable cause to believe that child abuse or neglect has occurred or will occur". A "child" means a person who is less than 18 years of age. Under the terms of this Agreement, LESSEE acknowledges that LESSEE is a mandated reporter per Executive Order #54 and shall be required to inform all employees, agents, and volunteers of LESSEE who will be present on the premises/facilities that if in the course of execution of this Agreement, they observe an incident or threat of child abuse or neglect, or learn of an incident or threat of child abuse or neglect such employees, agents, and volunteers of LESSEE are required to report it immediately to the UW-La Crosse Police Services at 608-789-9000. Inform them that you're calling to make a report of suspected child abuse or neglect and indicate the university campus unit and contact person who contracted with you. Police Services will work directly with the campus unit to gather any further required information.

INSURANCE REQUIREMENTS

The University of Wisconsin-La Crosse has minimum coverage requirements for any Artist or company for personal services of the Artist. Artist or company must file with the University of Wisconsin-La Crosse, not later than ten (10) days prior to event, a certificate of insurance indicating the following insurance types and coverage limits in force during the term of this Agreement, as follows:

Commercial General Liability (CGL):

General Aggregate, Including Products

& Completed Operations \$2,000,000

Each Occurrence: \$1,000,000

Automobile Liability \$1,000,000 combined single limit

Worker's Compensation Statutory Limits

Said insurance shall be from an insurance company with a minimum "A-" AM Best rating, and signed by an authorized agent, as evidence of Artist's or company's financial ability to meet its obligations under this Agreement. The insurance certificate shall name the Board of Regents of the University of Wisconsin System an additional named insured for purposes of the Commercial General Liability insurance and shall obligate the carrying company to give the Purchaser written notice ten (10) days in advance of any reduction in the amount of liability or cancellation of the policy. The Purchaser, at its option, may waive or alter any requirements as to insurance. Any such waiver or alteration must be in writing from Purchaser's Risk Manager to be valid. Unless granted an exception by Purchaser's Risk Manager, Artist or company shall maintain these insurance requirements and limits for the duration of the event(s) contemplated under this Agreement, and failure to so maintain such insurance requirements and limits shall be grounds for immediate termination of this Agreement by Purchaser.

STATUTES, RULES, AND REGULATIONS

LESSEE agrees to conform to all applicable laws, policies, rules, regulations and standards of conduct as established by the University and State of Wisconsin;

GOVERNING LAW

This Agreement and any proceedings conducted hereunder shall be governed and enforced under the laws of the State of Wisconsin.

YOUTH AND MINORS SAFETY

LESSEE agrees to uphold the Youth and Safety Expectations shown on Page 5 of this Agreement, if minors will be participants or spectators of the Event.

MISCELLANEOUS

Additional Information for Event (if applicable): **INSERT ADDITIONAL INFORMATION**

[SIGNATURE PAGE TO FOLLOW]

The person(s) signing below for the **LESSEE** are presumed to have authority to bind that organization to this Agreement. In the event or to the extent that is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed.

(LESSEE/Organization)

Print Name	Signature	Date
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Signature for the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin – La Crosse:

Kyle Burke, Director of University Centers
OR
Robert J. Hetzel, Vice Chancellor for Administration & Finance
OR
Robin Tuxen, Director of Administrative Services

Date

**THE FOLLOWING ARE EXPECTATIONS OF LESSEE FOR
EVENTS THAT INCLUDE YOUTH AND MINORS (IF APPLICABLE):**

Youth & Safety Expectations:

If LESSEE's event involves participants who are minors, LESSEE shall

- By reserving the UWL space for your Event, Group's person responsible acknowledges to being an adult 18 years of age or older and shall be personally responsible and assume full responsibility for the character, acts and conduct of all persons admitted to the Event as members of the LESSEE. There must be at least one (1) adult chaperone (18+ years) for every 10 participants. Chaperones shall physically be in close proximity with youth participants at all time.
- LESSEE further agrees to have all of its participants (or a parent or legal guardian for any participants under the age of eighteen (18)) sign "Participants Agreement, Release, and Acknowledgment of Risk", if applicable (hereinafter the "Release"). UWL also reserves the right to eject any objectionable person or persons from the Event and, upon exercise of this authority through the Director of the UWL Department being utilized, agents, or employees of UWL, or placement, LESSEE hereby waives any right and all claims from damage.

LESSEE Chaperone Expectations (the following activities shall not be permitted, and LESSEE Chaperones are responsible for preventing such activities):

- a. Abusive language, threatened violence, or inappropriate behavior towards other staff and participants.
- b. Possession or use of tobacco, alcoholic beverages, or illegal drugs on campus property or reporting to the program while under the influence of drugs or alcohol.
- c. One-on-one interactions with any youth before, during, or after any program
- d. Individual entry into participant sleeping spaces
- e. Conduct endangering the life, safety, health, or well-being of others
- f. Failure to follow any campus or UWL policy, including but not limited to sexual assault, violence, harassment policies, mandated reporting procedures, or emergency procedures
- g. Gift-giving to participants or other staff
- h. Sharing private spaces with minors, such as bathrooms and showers – follow outlined times and locations for adults and staff

LESSEE participants are also expected to follow UWL's Behavior Guidelines as follows:

- Groups are expected to conduct themselves in a courteous and respectful manner.
- Visitors will use a voice level that is appropriate while inside campus buildings.
- Visitors will not leave the group or chaperone(s) at any time during the visit.
- Visitors are only permitted in the space(s) reserved by the group.
- Visitors and groups that are deemed unruly or unmanageable by the hosting department staff and campus venue staff will be asked to change their behavior. If the visitor or group continues disruptive behavior, the presentation, tour, or entire visit will end .

Reporting. LESSEE Chaperones are considered Mandatory Reporters to the UWL campus. All other adult staff are expected to report using a planned reporting tree. LESSEE Chaperones shall be trained on the same reporting obligations assigned to UW System employees under Wisconsin Executive Order #54 and in relation to sexual harassment/ sexual violence.