



University of Wisconsin-La Crosse Facility Use Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between the **Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin – La Crosse**, (Lessor) and **(INSERT)** (Lessee).

1. Lessor hereby leases the following portions of the Adventure Program Facilities/Academic Strength Center (the “Adventure Program”) on the campus of the University of Wisconsin-La Crosse for the following dates/times and for the following purpose/use:

Leased Facilities: Ropes Course on North Campus/Climbing Wall

Dates/Times of Use: (INSERT)

Purpose/Use: (INSERT)

2. Lessee agrees to pay Lessor, as rent for said leased portions of the ADVENTURE PROGRAM (hereinafter sometimes referred to as the “Premises”) the sum of \$(INSERT) per event (based on \$____/per student), payable as follows: \$0.00 shall be due upon execution of this Agreement as a rental deposit, and any remaining amounts due under this Agreement (including but not limited to any additional rental amounts due pursuant to Sections 3, 4, 5, and 8 below) shall be due on a per-event basis, due thirty (30) days within completion of said event and receipt of properly submitted invoice. Lessee’s rental of said facilities also includes rental of the following equipment: **Seat Harnesses and chest harnesses (by Headwall), Helmets (Petzl), Carabiners (Petzl), Dynamic Ropes (Blue Mountain Ropes), Cables, Poles, removable staples, belay devices (Verso by Petzl) Lobster Claws, Full Body Harnesses, 10-foot ladders (Osha approved), Just Right Descender Pole for Pamper Pole Primary Belay system.**

3. As Additional rental, Lessee agrees to pay to Lessor a sum equal to the salary, plus **\$0.00** for the employment of the following:

- | | |
|------------------------------|-----------------------------------|
| (1) ___ Custodians Services | (4) ___ Security (Inside and Out) |
| (2) ___ Misc. House Laborers | (5) ___ Ticket Handlers |
| (3) ___ Traffic Controllers | (6) ___ Building Supervisor |
| | (7) ___ Life Guards |
| | (8) ___ Timing System/Operator |

4. Lessee Further agrees to pay for all incident fees (salary/cost) incurred from the event:

- | | |
|------------------|----------------------------|
| (1) ___ Heating | (3) ___ Equipment |
| (2) ___ Lighting | (4) ___ Set-Up/Dismantling |
| | (5) ___ Restroom Usage |

5. Lessee agrees to pay in full any replacement costs for any equipment that Lessee leases from Lessor under this Agreement. Any damages or maintenance costs arising out of the Lessee’s activities which are not attributable to normal wear and tear shall be paid by the Lessee.

6. Cancellation of this agreement received after **TEN (10)** days prior to the contract date except for reasons beyond the reasonable control of Lessee shall result in forfeiture to Lessor of any rental deposit.

7. Lessor shall provide heat, air conditioning, light and water for ordinary use of said Premises. Lessor shall furnish custodial service for ordinary cleaning. Special or unusual utilities and cleaning service shall be the responsibility of Lessee, solely at expense. The Lessor shall have the exclusive right to approve special cleaning services before they are rendered or special or unusual utilities prior to the installation.

8. Lessor may require Lessee to furnish such police protection reasonably deemed necessary to Lessor at Lessee’s expense, and in the event Lessee fails to provide same, Lessor may obtain and furnish same and charge the expenses thereof to Lessee as an additional cost for use of the Premises.

9. Lessee shall not sell, assign, or sublet this agreement, without the written consent of the Lessor.

10. Lessee shall not cause nor permit anything to be done to injure, mar, or deface the Premises; all decorations shall be subject to approval of the Lessor. Lessee agrees to surrender the Premises to Lessor in the same condition as at the commencement of the occupancy, ordinary wear and use excepted. Lessee agrees that all advertising and publicity material shall refer to the leased Premises as University of Wisconsin-La Crosse.

11. Lessee agrees to obey all laws, ordinances, and regulations of Lessor, union rules and regulations for union members employed by Lessee, and to pay all required fees and taxes.

12. Lessee agrees not to admit to said Premises a larger number of persons than can safely or freely move about the Premises, or which will unreasonably interfere with concession activities of Lessor, and Lessee further agrees that passageways shall be kept clear at all times.
13. Lessee has the right to all concessions, including, but not limited to, hat and coat checking privileges, sale of soft drinks and other refreshments, food, candy, and other merchandise. In certain circumstances, Lessee may also be permitted to cater in food for events. Concessions and catering shall at all times be under the exclusive charge and control of the Lessor unless specifically agreed to in advance by the parties. The parties acknowledge that Lessor has an exclusive contract with Pepsi for soft drinks and other refreshments and that all soft drink and refreshment concessions under this Agreement shall therefore be through Pepsi. The parties further acknowledge that University has an exclusive contract with Chartwells for catering services and that all catering services under this Agreement shall therefore be through Chartwells. Lessor agrees to assist in putting Lessee in touch with Chartwells if food catering is requested for Lessee's event(s). In the event that LESSEE is allowed to sell concessions on its own and/or cater in food for events on its own separately from Chartwells, LESSEE shall be responsible for obtaining, purchasing, and maintaining any necessary permits, certifications, etc. LESSEE is encouraged to contact Kyle Burke, Director of University Centers (kburke2@uwlax.edu; 608-785-8882) for assistance on permit and certification questions.
14. Lessor shall have the right at any time to enter said Premises for the purpose of inspecting same and enforcing Lessee's obligations under this agreement.
15. Lessee may install and operate special equipment, at its own expense, if it obtains permission of Lessor prior to installation. Any special equipment or supplies so installed shall be removed from the Premises within a period not exceeding 24 hours after the completion of the scheduled event, and if not removed within that time Lessor may do so at the expense of the Lessee.
16. Negotiation of radio or television rights shall at all times be under the exclusive control of Lessor.
17. Lessee agrees to indemnify, protect, and save Lessor and its officers, employees or agents harmless from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind of nature, for injuries to or the death of any person or persons, or damage to or less of property alleged or claimed to have been caused by, or to have arisen out of or in connection with, or to be incidental to the lease of the ADVENTURE PROGRAM notwithstanding any of the foregoing, Lessee shall not be obligated to hold harmless or indemnify Lessor from and against any claim, loss, cost, or liability proximately caused by the negligence of Lessor or its officers, employees or agents.
18. Lessee must file with the Director of ADVENTURE PROGRAM, not later than ten (10) days prior to use of the above described Premises, 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 Lessee'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 Lessor written notice ten (10) days in advance of any reduction in the amount of liability or cancellation of the policy. The Lessor, at its option, may waive or alter any requirements as to insurance. Any such waiver or alteration must be in writing from Lessor's Risk Manager to be valid. Unless granted an exception by Lessor's Risk Manager, Lessee 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 Lessor.
19. If the Premises or any portion of the Premises during the term of this lease is damaged by the act, default or negligence of the Lessee or its officers, agents, employees, patrons, guests, or any person admitted to said Premises by the Lessee, Lessee will pay to the Lessor, upon demand, such sum as shall be necessary to restore said Premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the premise or to any portion of said building by the consent of the Lessee or by or with the consent of any person acting for or in behalf of Lessee, and Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property.
20. Lessor reserves the right to eject any objectionable person or persons from said building and, upon the exercise of this authority through the Coordinator/Supervisor of the ADVENTURE PROGRAM, agents, employees or policemen, the Lessee hereby waives any right and all claim for damages.

21. Lessor assumes the responsibility of maintenance on the facility which is due to normal wear and tear. Any damages or maintenance costs arising out of the Lessee's activities which are not attributable to normal wear and tear shall be paid by the Lessee.
22. Lessor shall not be responsible for any damage or injury that may happen to the Lessee or the Lessee's agents, servants, employees, officers, or property, from any cause whatever, prior, during or subsequent to the period covered by this lease; and the said Lessee hereby expressly releases said Lessor from and agrees to indemnify it against any and all claims for such loss, damage or injury.
23. In the handling, control, custody and keeping of receipt and funds, whether the same are received through the business office or otherwise, the Lessor is acting for the accommodation and sole benefit of the Lessee and that, as to such receipts and funds, the Lessor shall be responsible only for gross neglect or bad faith.
24. 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 Lessor 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.
25. 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 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.
26. The performance of this Agreement is subject to termination by either party without liability upon the occurrence of circumstances beyond the control of either party (such as acts of God, force majeure events, war, government regulations, epidemics or pandemics, disaster, severe weather, strikes, civil disorder, or curtailment of transportation facilities) to the extent that such circumstances makes it illegal or impossible to provide or use the ADVENTURE PROGRAM. The ability to terminate this Agreement without liability pursuant to this Section 26 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.
27. The parties agree that Lessor'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 Premises by Lessee and its officers, employees, agents, volunteers, and guests/spectators. Lessor'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. Lessor shall provide a copy of Lessor'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 User's safety policies and procedures and Lessor's COVID-19 Protocols for any of Lessee's officers, employees, agents, volunteers, and/or guests/spectators. However, Lessor may require of Lessee that officers, employees, agents, volunteers and/or guests of Lessee who in the independent determination of Lessor are not following Lessor's general safety policies and procedures and/or its COVID-19 Protocols shall be removed from the Premises.
28. Lessee may establish specific additional COVID-19 Protocols for Lessee's officers, employees, agents, volunteers, and/or guests/spectators which align with the Lessor's Protocols and with CDC recommendations for the specific event(s) giving rise to this Agreement. Lessee shall report to the Lessor 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 USER 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.
29. Lessee's compliance with this Agreement (and specifically with Sections 27 and 28 above) 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.

30. Lessor is only permitting the use of the Premises for the above described purpose/use and does not warranty the condition of the Premises as safe for such purpose/use. It is therefore Lessee's responsibility to inspect the condition of the Premises to ensure that the Premises is safe for such purpose/use; to notify or request remediation any conditions which would create a danger to Lessee's officers, employees, agents, volunteers, and guests/spectators; and if unsafe to cancel the event(s) giving rise to such purpose/use.
31. Lessee compliance with applicable provisions of the Americans with Disabilities Act (ADA) is required for operations held on Lessor's property (including the Premises).
32. 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 Premises for COVID-related reasons, the Lessor agrees to discuss in good faith rescheduling of the event(s) or the waiver or refund of all or a portion of amounts owed.
33. In the event that Lessee sells concessions, memorabilia/merchandise, and/or other goods while on the Premises, Lessee at its cost and preference is responsible for providing any wireless device(s) and/or related equipment along with the cellular provider (i.e., the "network"), if it chooses to offer credit card payment for its sale of such concessions, memorabilia/merchandise, and/or other goods.

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Miscellaneous:

Youth & Safety Addendum: The parties have identified that the event(s) contemplated under this Agreement involve youth participants (i.e., minors under the age of 18) and therefore are subject to the University of Wisconsin System's "Youth Protection and Compliance" policy (i.e., UW System Administrative Policy 625). Lessee acknowledges that Lessor will not assume responsibility for the custody, control, and care of minors at any point during this event/activity. This Agreement shall be further modified by the attached "Youth & Safety Addendum". To the extent that the terms and conditions of this Agreement and the terms and conditions of the Youth & Safety Addendum conflict, then the more stringent of the two conflicting terms shall apply and control. If it is not clear which set of terms and conditions are more stringent, then the terms of the Youth & Safety Addendum shall apply and control. Lessee must sign the Youth & Safety Addendum prior to the start of the first scheduled event under the Agreement. Failure of Lessee and/or its employees, agents, and volunteers to abide by the Youth & Safety Addendum shall permit Lessor to automatically terminate this Agreement without prior written notice and therefore the use of the Leased Facilities. By signing this Agreement, Lessee agrees to the terms and acknowledges the additional addendum items are completed.

- Group shall be personally responsible and agrees to pay in full any replacement costs for any lost, damaged, or stolen Equipment that Group uses or leases from UWL. Any damages or maintenance costs arising out of the Group's activities which are not attributable to normal wear and tear shall be paid by the Group.
- 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 Group. There must be at least one (1) adult chaperone (18+ years) for every 10 participants. Chaperones shall physical be in close proximity with youth participants at all time.
- Group further agrees to have all if 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 placemen, Group hereby waives any right and all claims from damage.
- Group chaperone Expectations:
 - 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
 - i. UWL is only permitting the use of the Event space for the described event/purpose indicated above.
- The Parties agree that UWL's general safety policies and procedures, which are updated from time to time, shall govern the use of the Event by Group.
- 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. Visiting Activity Directors are considered Mandatory Reporters to the UWL campus. All other adult staff are expected to report using a planned reporting tree. Activity Directors 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.

THIS AGREEMENT made and entered into this ____ day of _____ in 20__ by and between the Board of Regents of the University of Wisconsin System d/b/a the University of Wisconsin-La Crosse and (Lessor) and (INSERT) (Lessee)

<p>LESSOR: BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM D/B/A THE UNIVERSITY OF WISCONSIN – LA CROSSE</p> <p>_____ Date: _____</p> <p>Robert J. Hetzel Vice Chancellor for Administration & Finance</p> <p>AND/OR</p> <p>_____ Date: _____</p> <p>Mark Haakenson Controller</p>	<p>LESSEE: (INSERT)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Signature: _____ Date: _____</p> <p>Phone: _____ - _____ - _____ Ext. _____</p>
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Adventure Program – adventure@uwlax.edu

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