## **UW-PARKSIDE FACILITY USE AGREEMENT**

Date Contract Name Company Name Street Address City, State Zip

Reservations: (262)595-2458 Fax: (262) 595-2469

Thank you for selecting the University of Wisconsin – Parkside for your upcoming event. We have the following information on file for your event.

Name of the Event:		Reservation Number:
Date(s):		Time:
Type of Event:		Number of People:
Facility Reserved:		Price:
-	<b>Contractual Agreement</b>	

The University requires a deposit of whichever is lesser, either fifty (50) percent or five hundred (500.00) dollars, of facility rental charges within twenty (20) working days of receipt of this agreement to confirm the reservation. The balance of the rental charges and fifty (50) percent of the total food charges (if applicable) is due fifteen (15) days prior to the event. All food service needs on the UW-Parkside campus must use the on-campus food service company contracted with the university. Final payment for food charges is due three (3) days prior to the event. Payment for additions, beverage service, and other incidentals will be billed one week following the event. The purchaser will forfeit the deposit if cancellation occurs within thirty (30) days prior to the event. The customer will be responsible for one-third (1/3) of the estimated food and beverage costs if the reservation is cancelled less than thirty (30) days prior to the event.

The guarantee count is required seven (7) working days prior to the event. The amount of the charges shall be one hundred (100) percent of the guaranteed number provided to the University or the actual number, whichever is higher. If no final guarantee is received, the original estimate will be used as the final guarantee.

All events not directly sponsored by the University and claiming tax exempt status must provide the University with their tax exempt number and tax exempt certificate at least fifteen (15) days prior to the event. Failure to complete this requirement will result in taxes being charged to the purchaser.

Purchaser agrees to use the authorized names for buildings, named rooms, laboratories, etc. and named exterior areas on the University of Wisconsin-Parkside campus on all event promotion.

Purchaser understands that photographs and/or video footage of this event and attendees taken on the University of Wisconsin Parkside campus by a University photographer can be used in University publications and/or University web sites. The photographs and/or video footage will not be digitally manipulated to change its content. Purchaser hereby waive any right to inspect and/or approve the finished printed materials, videos or web sites that images may be used in; and also hereby waive any right to compensation for my appearance in these printed documents, videos or web sites in any and all future uses of the photographs and/or video footage.

Purchaser agrees that if it fails to pay the charges or any part thereof in accordance with the agreement, or if Purchaser violates any other provisions of the agreement, all remaining obligations of the University under the agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of Purchaser. In any case, all amounts owed to the University, which are more than thirty (30) days past due shall be subject to a service charge of one and one-half (1½) percent per month, constituting an annual percentage rate of eighteen (18) percent. Purchaser shall reimburse the University for All Collection Costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owed by Purchaser, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with the agreement, including but not limited to the collection of any sums due and/or owed, the University shall be entitled to such sum as the trial court, and on appeal any appellate court, may adjudge reasonable as attorney fees to be allowed in such suit or action

The Purchaser agrees to carry a Commercial General Liability insurance policy with a limit of \$1,000,000 per occurrence/\$2,000,000 aggregate. Said policy shall also have a fire legal liability limit of \$50,000 and medical payments coverage of \$5,000. Contract party agrees to indemnify and hold the UW System and its Board of Regents, and the University of Wisconsin – Parkside, its officers, employees, and agents harmless from any and all loss, liability, or damages incurred as a result of the conduct of contract parties' guests. Such damages include any personal injury or property damage caused by guests. Such indemnification shall include but not be limited to indemnifications for all legal fees and costs incurred in connection therewith or in connection with the enforcement of this provision. UW System, Board of Regents, the University of Wisconsin – Parkside assume no responsibility for injury or damages caused by alcohol consumption by guests. The purchaser must provide the University with a certificate of insurance thirty (30) days prior to the event.

Contract party further agrees to reimburse UW-Parkside for any damage to university premises or equipment caused by or arising out of the use and occupancy of university's premises by contract party. Weapons are prohibited in buildings and at indoor and/or outdoor events on campus.

(Authorized UW-Parkside Signature)

(Authorized Purchaser's Signature)

(Authorized Purchaser's Signature)

**Return Signed Contract and Deposit to:** UW-Parkside University Reservations Office, 900 Wood Road PO Box 2000, Kenosha, WI 53141-2000