

MADISON AREA TECHNICAL COLLEGE UNIFORM STATEMENT OF RESPONSIBILITY, RELEASE, AND AUTHORIZATION FOR USE OF COLLEGE FACILITIES

Whereas the named organization (“User”) desires to use college facilities at the Madison Area Technical College _____ campus (“Madison College”) for non-college sponsored activities and/or programs, and Madison College has approved the use of these facilities, the undersigned does hereby agree as follows:

Overview

Madison College facilities are available for internal and external events. Events include programs, activities, meetings, protests, or gatherings. These guidelines outline our event procedures. These guidelines are not designed to prohibit individuals from exercising their constitutional rights. The College uses these guidelines to expand access to college properties without disruption to our mission. The property and facilities of Madison College are dedicated primarily to the academic, co-curricular and administrative functions necessarily involved with Madison College’s mission, vision, and values statements. In order to accomplish this, while also recognizing First Amendment rights, Madison College will place reasonable, content-neutral limitations on the time, place and manner in which individuals can express ideas and assemble on Madison College’s owned or controlled property.

- 1) To assume full legal and financial responsibility for all damages to Madison College buildings, facilities and/or equipment used while conducting this program/event 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 glitter, confetti and/or affixing tape to any painted surface is prohibited. Some events may require a damage deposit in advance of the event.
- 2) To accept responsibility for the care of the facilities authorized by this permit and any property assigned, and for all damage to the facilities and assigned property while this permit is in effect. The permit holder agrees to observe all laws of the City and of the State and all rules of Madison College. Furthermore, the permit holder agrees to indemnify and to hold Madison College, its officers, directors, employees, and agents harmless from all liability, loss, damages, costs, or expenses which arise out of the permit holders use or operation of the facilities authorized by this permit.
- 3) To file a Certificate of Insurance with Madison College’s Office of Risk Management
- 4) To grant Madison College, 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 participant’s expense.
- 5) To conform to all applicable policies, rules, regulations, and standards of conduct, as established by Madison College, including the Facility Use Guidelines.
- 6) To waive any claim for damages or compensation resulting from fire, casualty, communicable disease, or other circumstances rendering the fulfillment of this agreement impractical or impossible and understands that Madison College shall not be liable for any loss whatsoever as a result of such changes, with or without notice.

- 7) To voluntarily indemnify, defend and hold harmless Madison College, its officers, directors, employees and agents, against and from any and all expenses, costs, damages, claims and liabilities of any kind or nature, including without limitation reasonable attorneys' fees, arising or caused in whole or in part, by the intentional or negligent act or omission of the User or any individual employed by or agents of the User in the course of the performance of duties and obligations under this agreement. The indemnification obligations of the parties hereto pursuant to this section shall continue in full force and effect notwithstanding the expiration or termination of this agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this agreement prior to its expiration or termination during the use of Madison College facilities.
- 8) To license all music, dramatic performances, or movies.
- 9) To assure the User is in full compliance with Title VI and VII of the 1964 Civil Rights Act and Title IX of the 1972 Amendments, stating that no person shall be discriminated against based on sex, race, color, religion, national origin, or handicap.
- 10) To cancel with appropriate notice as stated in the Facility Use Guidelines. The User may be required to pay fees for any resources procured specifically for this event. During inclement weather, public emergencies, or acts of God, Madison College may close regardless of any scheduled events. Users will not be charged a cancellation or rental fee under these circumstances.
- 11) Performers paid by User to participate are contracted service providers and are not a sponsor or co-sponsor of the event. Individual performers may not be required to provide a Certificate of Insurance; however, a professional company of performers must provide proof of Worker's Compensation. Madison College retains their right to require a Certificate of Insurance for any contracted service provider.
- 12) This agreement is valid for Madison College facility use on _____ (date) in the _____ (location).
- 13) The undersigned acknowledges reading this document and the attached Exhibit¹(s) and understands and accepts the terms as stated:

Authorized Signature	Date	Co-Signature
(Name of Organization)		
Signature for Madison Area Technical College		Date

Upon payment of deposit (if required) and return of this signed form, facilities are permanently reserved for the date(s) requested by the above party. Copies of the facility reservations will be sent to the above party after receipt of the above and will identify any applicable charges that will be billed after the event.

¹ Madison College Facility Use Agreement

MADISON AREA TECHNICAL COLLEGE TRUAX UNIFORM STATEMENT OF RESPONSIBILITY, RELEASE, AND AUTHORIZATION FOR USE OF COLLEGE FACILITIES

APPENDIX A

Users are required to file a Certificate of Insurance with Madison College's Office of Risk Management/Environmental Health & Safety, at least seven business days prior to the event. Failure to file a certificate will result in the cancellation of any existing permits.

Policy minimums shall be as follows:

- 1) Commercial General Liability (CGL):
 - General Aggregate-
Including Products & Completed Operations:
\$1,000,000 Per Occurrence: \$1,000,000
 - Automobile Liability: \$1,000,000 combined single
limit Worker's Compensation Wisconsin Statutory
Limits-Each Accident: \$100,000
 - Disease-Policy Limit: \$500,000
 - Disease-Each Employee:
\$100,000

The Certificate of Insurance must name Madison Area Technical College as an Additional Insured. The language on the Certificate must specifically include: **Madison Area Technical College is listed as an additional insured for ongoing and completed operations, with respect to the (NAME OF EVENT) taking place from (DATE(S) OF EVENT).**

Users without traditional insurance coverage may obtain insurance through the Tenant User Liability Insurance Program (TULIP PLUS). For more information, contact Arthur J Gallagher Risk Management Services Inc at 844-226-6097. Any fees charged by the College do not include the cost of insurance. Furthermore, TULIP is a completely separate entity from the College.