

## The Atrium Community Room Use Agreement

Name of Organization:		
Contact Person & Email:	Day Phone:	
Address:		
Name of Event (as it should be listed):		
Date/Day Requested:	Estimated Attendance:	
Room/Area Requested (room assignment subject to change):		
Time of Event:	From:	To:
Time In & Out of Building:	In:	Out:
<b>Note: Doors are open at contracted time. Set-up and take-down times must be included on contract. Use beyond stated contract time will result in additional fees. Unused reserved time will not be refunded. Event can end no later than 9:30 pm Monday-Friday or 3:30 pm Saturday.</b>		
Will this event be open to the public?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

### Set up and Equipment

Set Up		Equipment Available	
	Conference (tables in square with chairs around perimeter)		Tables
	Auditorium (rows of chairs facing front)		Up to _____ chairs per room
	Classroom (rows of tables with chairs on one side facing front)		Screen (available in Room A only)
	Other (please include description below)		Easel

<b>Other Instructions or Event Notes:</b>



## Terms of Contract

Definitions: Siegel-Gallagher Management Company ("SGMC") as Property Manager; Community Development Authority of the City of Madison ("CDA") as Landlord.

1. All fees must be paid at the time the signed agreement is returned.
2. The date(s) and time(s) listed on this agreement are the only times the room(s) may be used.
3. Requests for equipment should be made at the time the agreement is signed. Equipment is limited and available on a first-come-first-serve basis. Users are encouraged to schedule an appointment with SGMC staff to review equipment operation operating procedures.
4. Cancellation of rental made 30 days or less before the event will result in a charge of 50% of the total rental fee. Cancellation made more than 30 days will receive a full refund less 15% of the total rental fee or \$25 (whichever is greater) due for administration costs. Cancellations must be done in writing and signed by the person who signed the contract. Inclement Weather: Forced cancellations due to inclement weather will not be penalized with notification. Late Arrivals/No Shows: The Village on Park staff will close the facility if user does not arrive within ½ hour of the contracted time and does not call Jamah Johnson, Siegel-Gallagher Management Company, at 608-385-5748, or [Jjohnson@sgtechservice.com](mailto:Jjohnson@sgtechservice.com).
5. This agreement shall not be assigned to others without prior written approval of SGMC.
6. Smoking is prohibited.
7. Alcohol is prohibited.
8. SGMC does NOT provide coffee, food or paper products.
9. Parking is available.
10. Kitchenette use requires the user to clean sinks and counters; to bag recyclables and trash; and to sweep the floor prior to vacating. Kitchenette Cleaning Instructions are posted in kitchenette area.
11. The user, in the use of the premises, agrees not to discriminate because of race, religion, marital status, age, color, sex, handicap, national origin, ancestry, income level or source of income, arrest records or conviction record, less than honorable discharge, physical appearance, sexual orientation political beliefs, or student status.
12. This agreement may be terminated if the use of the space conflicts with federal, state, or local laws and ordinances.
13. The user shall be liable and hereby agrees to indemnify, defend and hold harmless the City of Madison, Community Development Authority of the City of Madison (CDA), Siegel-Gallagher Management Company (SGMC), their officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City of Madison, Community Development Authority of the City of Madison (CDA) and Siegel-Gallagher Management Company (SGMC) or its agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the user's acts or omissions in the performance of this agreement, whether caused by or contributed to by the City of Madison; Community Development Authority of the City of Madison (CDA); Siegel-Gallagher Management Company (SGMC) or its agents or employees.
14. Insurance: User will procure and maintain Commercial General Liability insurance including, but not limited to, bodily injury, property damage, and personal injury, in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. User's coverage shall be primary and list the City of Madison, Community Development Authority of the City of Madison (CDA), Siegel-Gallagher Management Company (SGMC), their officers, officials, agents and employees as additional insured. An insurance certificate providing evidence of such coverage shall be provided with signed use agreement. This requirement may be waived by the City of Madison's Risk Manager.
15. The person(s) who signs this agreement must have the authority to bind the organization. If this is not true, the signer agrees to assume personally all of the obligations and commitments herein agreed to.
16. A final bill will be sent if the event requires extended time, participant numbers are more than anticipated, additional space is used, or there is any damage to equipment or property (e.g., carpet stains, furniture breakage, etc). The charge for excessive cleaning is \$20/hour minimum. The Security Deposit will be held during this interval. If the final bill is not paid by the due date, the Security Deposit will be used toward the amount due. Any remaining balance will be sent back to the user. If there is still money owed after using the Security Deposit, legal means may be used to collect payment.

17. Candles: Pursuant to International Fire Code 208 “Open Flames” as enforced by the Madison Fire Department, The Atrium Community Room reserves the right to control the use of candles and/or any other open flame used by a user. The use of these items must be clearly stated on the contract and approved prior to their use.
18. Décor/Signs: Staples, nails, pins, strong tape and other defacing items cannot be used when decorating any interior or exterior surface. Rice, confetti, and bubbles are not allowed. Decoration must be set-up and taken down during contracted time and may only be set up inside The Atrium Community Room. User is not permitted to place signs or any other material anywhere on the property. The event will be listed on the “Event Directory” in the main lobby of The Atrium.
19. User is responsible for clearing table tops, decorations and other miscellaneous items that were brought in the facility (i.e., boxes, food items, equipment, etc.). User shall deposit all garbage in designated receptacles, including appropriate recycling receptacles. Failure to comply will result in forfeiture of security deposit. The Village on Park staff is responsible for set-up, tear-down and removal of trash-filled receptacles. (Exception: User is responsible for all cleaning in kitchenette – see #10 on page 3.)
20. The Village on Park staff reserve the right to ensure the volume of music played does not disturb The Village on Park tenants or visitors. Music must end no later than 9:00pm. DJ and other music equipment must vacate the facility within contracted time, or additional charges will apply.
21. Weapons and/or Fire arms are prohibited.
22. The City of Madison, Community Development Authority of the City of Madison (CDA), and Siegel-Gallagher Management Company (SGMC) reserve the right to make reasonable additions and modifications to The Atrium Community Room Use Agreement.

### **Other Facility Use Information**

- The Village on Park staff will be assigned to assist users and monitor this agreement.
- The building has an accessible elevator and bathrooms.
- Vending machines are located on the lower level.
- Standard building hours are Monday – Friday, 7:00 am - 9:45 pm, Saturday 7:30 am - 4:00 pm.
- Space is not available: Monday – Friday, 9:30 pm - 7:00 am; Saturday after 3:00pm; Sunday.
- Forms and payment may be submitted by mail to: Siegel Gallagher Management Company, 2300 S. Park St., Suite 200, Madison WI 53713
- For inquiries on availability, to view rooms, or to drop off form and payment in person, please contact the onsite building manager/maintenance technician, Jamah Johnson, at [jjohnson@sgtechservice.com](mailto:jjohnson@sgtechservice.com) or by phone, 608-385-5748.

### **Signatures**

Landlord: \_\_\_\_\_

User: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_