

Title: RENTAL OF MATC FACILITIES BY EXTERNAL  
INDIVIDUALS AND GROUPS

Code: GG0051

Policy Reference: B0502, Goods and Services: MATC's Relationship with the Private  
Sector

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The Milwaukee Area Technical College District makes available facilities (auditoriums, conference and videoconference rooms, classrooms and conference/dining rooms) and equipment to the community, subject to rules and regulations set forth in this procedure providing no use shall be permitted which would be in any way detrimental to the best interest of the district or in conflict with the mission of the college.

**I. Who Is Eligible To Use MATC Facilities?**

The Milwaukee Area Technical College may arrange to enter into contractual agreements to provide use of its facilities to applicants seeking to conduct meetings, workshops, seminars, training sessions, concerts, plays, receptions, and banquets, and fulfilling one or more of the following criteria:

- A. Student organizations
- B. Nonprofit organizations
- C. Educational institutions
- D. Educational affiliated institutions such as PTA, citizen advisory groups, booster clubs, etc.
- E. Federal, state or municipal agencies
- F. Nonprofit service and civic groups
- G. Charitable organizations and institutions
- H. Religious organizations for social functions and services
- I. Political organizations
- J. Private organizations for workshops, seminars, and videoconferences and for educational and cultural programs that would be beneficial to the community
- K. Corporations or businesses

**II. Who Is Not Eligible To Use MATC Facilities?**

- A. Individuals or groups wishing to hold events such as weddings, showers, private parties, or events of a similar nature.
- B. Any applicant who has used MATC facilities in the past and failed to adhere to the conditions set forth in the contractual agreement between it and MATC, and the official MATC Rental Regulations.

Approving Authority:

Janice M. Falkenberg  
Vice President and General Counsel

Date: 08/08

- C. MATC reserves the right to deny use to any organization whose use of district facilities conflicts with or are detrimental to the district's mission.
- D. MATC reserves the right to deny use to any organization whose use of district facilities would create an unreasonable risk to the health and/or safety of the college community.
- E. Any organization whose purpose is to advocate treason, insurrection, or unlawful resistance to, or overthrow the government of the United States.

### III. **MATC Rental Regulations**

MATC shall provide the normal services and utilities required for the operation and maintenance of district facilities. The Lessee will be charged direct costs incurred for any services including, but not limited to, equipment, security, staffing, foodservice and special equipment for persons with disabilities. A fifteen percent (15%) administrative fee shall be added to both normal facility rental charges and charges for services in addition to any applicable sales tax. The Lessee is responsible for breakage of equipment, furniture, etc., not attributable to normal wear and tear.

- A. The Lessee shall hold MATC harmless from public liability or property damage resulting from activities of the lessee and shall be responsible for all legal costs resulting from any action taken against MATC.
- B. MATC is not responsible for damage, theft, or loss to personal property while on MATC premises.
- C. MATC facilities will not be available for lease during any national holiday when MATC facilities are normally closed, nor the weekend of a holiday, when weather conditions are poor, when areas are closed for repair or cleaning before or after large events, or if necessary personnel are not available.
- D. When leasing any facility that requires personnel, actual costs will be charged to the Lessee. These costs shall include costs of fringe benefits in addition to the salary rate.
- E. The Lessee will be charged the direct costs incurred for special needs, services and equipment, including special equipment for persons with disabilities. Requests must be made at least five (5) days in advance.
- F. The Lessee shall use the designated facilities only during the specified hours and on the specified days of the week. Any use at any other time must be specifically approved in advance by MATC. Additional charges will be billed to the Lessee for the time of facility use and/or staff services beyond the contracted period.
- G. Public parking is the responsibility of the Lessee. MATC does not provide parking unless special arrangements are made, regardless of campus location.
- H. Lessee must receive approval from MATC on any marketing materials associated with their event. Lessee should provide MATC with proposed advertising materials a minimum of twenty-one (21) days prior to any

event. Advertising an event and the placement of signs shall be at the discretion of the special events manager.

- I. For all MATC facility rentals (with the exception of any auditoria or room with a capacity of 200 persons or more), a certificate of insurance evidencing general liability coverage in the amount of \$1,000,000 per occurrence naming MATC as additional insured for the dates the facilities are being used must be submitted to the special events manager, a minimum of fourteen (14) days prior to the event date. For MATC auditoria or rooms with a capacity of 200 persons or more, Lessee will be required to provide a certificate of insurance evidencing general liability coverage in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate naming MATC as additional insured for the dates the facilities are being used must be submitted to the special events coordinator, a minimum of twenty-one (21) days prior to the event date.
- J. Contracts of performers appearing in MATC facilities and/or any riders and/or special attachments to contracts must be submitted to MATC for review no later than twenty-one (21) days prior to the event. In the event that no riders or contracts are available, MATC requires a signed and dated disclaimer stating that MATC will not provide or be responsible for any special requirements of any groups or acts during Lessee's event. Payment is due by Lessee on receipt of contract, a minimum of seven (7) days in advance of event date unless mutually-agreeable prior arrangements have been made.
- K. MATC reserves the right to cancel any performance, event or contract based on lack of compliance of any of the above criteria, documentation or payment timeline.
- L. MATC requires the Lessee to certify that it does not discriminate on the basis of age, race, color, sex, creed, handicap, political persuasion, ancestry, or sexual orientation.
- M. The Lessee shall indemnify and hold harmless MATC and any of its employees, agents, or servants from anyone to whom MATC may be liable by contract or otherwise from any and all personal injury and property damage claims, damages, losses, and expenses, including attorney's fees, which do or may arise out of or as a result of the performance of the work or services, or from any defects in the premises, whether apparent or hidden, caused in whole or in part by any intentional or negligent act or omission of the Lessee, its agents, employees or subcontractors, or caused in whole or in part by any negligent act of MATC, its employees, agents, servants or subcontractors.
- N. The Lessee and/or his/her representatives must observe all health, fire, and safety rules of the Milwaukee Area Technical College, the State of Wisconsin, and the federal government while on the property of the Milwaukee Area Technical College.

- O. Any expenses incurred by the Lessee which are not paid in full within 30 days after use of the facility shall be referred to a collection agency, unless mutually-agreeable prior arrangements have been made.
- P. A college campus calendar of internal and external scheduled use of facilities at each campus shall be supplied to the Office of College Events monthly including Lessees who receive free use of MATC facilities. A college-wide calendar maintained by the Office of College Events shall be made available on-line for review by each campus. All future scheduled events/facility rentals and in-kind use of campus facilities shall be calendared in advance as details become available. Cancellations or changes to reservations shall be communicated to the Office of College Events within 48 hours. All events shall be submitted by the campus liaison to the web site calendar for review, approval and posting by the Office of College Events.

#### **IV. MATC Sponsored/Co-Sponsored Use of Space**

MATC may make facilities available, free of charge, to external groups, organizations, or individuals and agencies that are being sponsored/co-sponsored by MATC administration, student organizations, divisions or departments offering programs or other activities that are consistent with the mission of the college. The vice president of each campus or the MATC college president may, at their discretion, provide free or discounted use of space excluding services if such entity is considered to be a long-standing or integral community partner such as a Chamber of Commerce or other tax-supported institution. All associated expenses including, but not limited to, equipment, security, staffing, foodservice, administrative costs, applicable sales tax, and liability insurance will be the responsibility of the Lessee and shall be paid in full prior to the event, and a certificate of insurance per Section III.I. shall be provided prior to the event. All such arrangements shall be included in the campus calendar and communicated to the Office of College Events in advance of completion of the contract.

#### **V. Reserving Facility Space at MATC**

- A. Lessee must write and/or call the appropriate MATC campus contact (listed below) to facilitate their reservation. Lessee must provide the following required information a minimum of thirty (30) days prior to their event to reserve their space, and must follow the official MATC Rental Regulations and requirements. Upon MATC's receipt of required information from Lessee, the campus contact will generate a written contractual agreement between MATC and the Lessee, forward to the Office of College Events for review and approval, and then submit to the Lessee for signatures. Upon receipt of signed contracts, the campus contact will provide the original signed contract to the Office of College Events.
- B. Required information:
  - 1. Date of request
  - 2. Space requested (classroom, auditorium, etc.) relative to audience size
  - 3. Audience size

4. Day, date and time needed for event
5. Title and purpose of event
6. Equipment - technical equipment and special room set-up needs
7. Request for MATC Catering, if applicable
8. Non-profit tax exempt number, if applicable
9. Other services needed (security, technician, stage manager, etc.)
10. Signed contract and insurance documentation

## **VI. MATC Food Services**

Lessee must follow the following guidelines when planning for their food service requests for meetings or special events at all MATC campuses.

- A. A room must be reserved prior to requesting MATC food services. Upon room confirmation, the MATC campus contact will provide coordination with the Lessee to accommodate their event catering needs.
- B. Catering at all MATC campuses must be provided by the MATC Food Services Department. Outside caterers are prohibited unless prior approval is obtained from the MATC Food Services Manager at (414) 297-6833.
- C. Alcoholic beverages may not be consumed on the premises of the Milwaukee Area Technical College, except for those functions sponsored by academic, support and/or service departments as approved by the chief financial officer/vice president of finance. All alcoholic beverages must be served by MATC's licensed bartending staff and a public safety specialist must be present for the entire event.
- D. Deadlines: All menus for banquets and receptions should be planned three weeks prior to the event. A final guaranteed number must be submitted a minimum of five (5) working days prior to the event. The Lessee is responsible for payment for that guaranteed number or the actual number served, whichever amount is greater. A down payment of fifty percent (50%) of anticipated food costs is required. Final payment shall be received within fourteen (14) days upon completion of the event.