

ST. NORBERT COLLEGE, INC.  
ATHLETIC DEPARTMENT  
AGREEMENT FOR USE OF FACILITIES, RESOURCES, AND SERVICES

*St. Norbert College, a Catholic liberal arts college embracing the Norbertine ideal of  
communio, provides an educational environment that fosters intellectual,  
spiritual and personal development.*

PART I

This is an Agreement between St. Norbert College, Inc. Department of Athletics (hereinafter referred to as “the College” and the **high school listed in the Rschool WIAA contract (hereinafter referred to as “Licensee”)**. In consideration of the mutual covenants and agreements stated in Part I and Part II of this document and all attachments hereto, the parties agree as follows:

- I.A. The College hereby grants to Licensee, and Licensee hereby accepts a license to use the College facilities, resources, and services for the purpose of holding an educational conference or event consistent with the College’s mission.
- I.B. Any person/entity executing this Agreement expressly warrants that he/she/it is the authorized representative of the party for which he/she/it has signed. **Signature occurs within the Rschool contract.**
- I.C. Terms Agreed Upon:

1. Facilities and services: **Use of St. Norbert College, Schneider Stadium for participation in the SNC Track & Field Elite High School Meet – facilitated by St. Norbert College and hosted by Notre Dame Academy High School.**
2. Dates/Times: **Friday, April 26, 2024 – Meet start time is 3:00pm. (Additional Details to be provided by Coach Augustine prior to event)**
3. Fees - **\$400 per team both genders (\$200 if only 1 gender is participating). Check is to payable to SNC Track & Field and sent to SNC Athletics, C/O Jenny DeCleene, 100 Grant St. De Pere, WI 54115. Payment to be received before or on date of meet.**
4. Other Requirements – **Participating High School will provide a Certificate of Insurance to St. Norbert College.**

PART II

WHEREAS, the College in the furtherance of its educational and service mission seeks to encourage the dissemination of information through such educational services, conferences and events; and

WHEREAS, Licensee is desirous of using the College resources and facilities in support of an educational purpose or for the purpose of holding an educational conference or event consistent with the College’s mission, and

WHEREAS, to an extent not inconsistent or incompatible with the use of the College facilities and resources for the College purposes, the College desires to make the College resources and facilities available to Licensee.

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree to all terms and conditions outlined in Part I and Part II and all designated attachments thereto and additional terms and conditions as follows:

**II.A Billing**

Payment is due via Check prior to event or payment brought day of meet.

**II.B Additional Resources**

In the event Licensee requires additional College resources and facilities the College may, at its option, make available to Licensee additional facilities and resources. However, Licensee shall pay for additional costs to the College directly related to additional these resources.

**II.C Licensee**

It is understood by the parties that this agreement constitutes a license, not a lease, and that the relationship of the parties hereunder is that of licensor and licensee, and not that of landlord and tenant. As such, the College reserves the right to change facility and resource assignments by written notice; provided that the substitute facility and resource assignments are comparable.

**II.D Cancellation**

Cancellation is allowed until January 1, 2024. After that fee is still required to be paid to SNC.

**II.E Termination**

If the facilities are destroyed or damaged by fire or other causes or become unavailable or unusable because of strikes, labor disputes, laws, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19 or other infectious/communicable diseases), natural disasters, acts of God or any other cause beyond the reasonable control of the College, without limitation, then the College may elect to terminate this Agreement and return the User's deposit, unless other arrangements can be mutually agreed upon. In the event of lightening within 10 miles any activities will be postponed.

**II.F Liability**

The College, The Premonstratensian Fathers, it's officers, agents, and employees shall not be liable for any injury, illness (including but not limited to the health threats of COVID-19 or other infectious/communicable diseases), damage, or loss of personal property resulting from attendance at the event which occurs on or about the licensed resources and facilities caused by the negligence or misconduct of the licensee, it's officers, agents, employees, and/or invitees. The licensee shall defend, indemnify, and hold harmless the College and The

Premonstratensian Fathers from any and all losses, expenses, demands, actions, suits, claims or liabilities of whatsoever nature as a result of the negligence of its employees, agents, and/or invitees.

## **II.G Insurance**

Licensee shall obtain, at its expense, liability insurance in which the College, The Premonstratensian Fathers and Licensee are named as insured with minimum policy limits of one million dollars for personal injuries including death, and one million dollars in aggregate for all property damage, the term of such coverage shall coincide with the term of the Agreement. Said policy of insurance shall contain a provision which states that it cannot be canceled except upon fifteen (15) days written notice to all insured. The College shall be furnished with a copy of said policy or certificate of insurance prior to the effective date of this Agreement.

## **II.H Damages and Loss**

In the event the facilities and resources licensed hereunder incur any loss or damage as a result of Licensee's negligence or that of guest(s) of Licensee, the College shall notify Licensee of the damage and the estimate of costs to repair and/or replace the damage. Licensee has 10 days to object to any amount on the estimate. In the event that damage incurred would cause interruption to the operation of the College's business, The College shall have the right to repair damage immediately to continue business operations. The College shall make the repairs and/or replacement of damaged or lost property required to restore it to the condition it was in prior to such damage or loss, and shall provide Licensee with an invoice representing the costs to the College of making said repairs and/or replacement. Said invoice is due and payable upon receipt. Licensee, under this paragraph, is deemed to have accepted the facilities and resources in the condition existing prior to the effective date of this license, excepting therefrom latent, undisclosed defects of which the College had knowledge but did not disclose to Licensee at the time of occupancy or use. Licensee is not liable for losses or damages to the premises due to the negligence of the College.

## **II.I Assignment**

This Agreement shall not be assigned by Licensee either in total or part, to others without the prior express written consent of the College.

## **II.J Right of Entry**

Notwithstanding anything to the contrary herein, the College reserves the right at all time to control all facilities and resources licensed hereunder, and to enforce all applicable laws, rules, and regulations. Duly authorized representatives of the College may enter the premises to be used any time and on any occasion without any restrictions whatsoever.

## **II.K Affiliation**

Except whereby express written permission has been granted, Licensee shall not represent or imply that it is affiliated in any way with St. Norbert College other than as a licensee, and Licensee shall not represent or imply that its activities are endorsed or approved by St. Norbert College.

## **II.L Revision**

This Agreement contains all the understandings and agreements of the parties, and may be changed only by an agreement in writing signed by the parties and attached hereto.

## **II.M Governance**

The validity, interpretation and effect of the Agreement shall be governed by the laws of the State of Wisconsin. The laws of the State of Wisconsin shall govern all rights, remedies, obligations and liabilities arising pursuant to this Agreement. Licensee is subject to all applicable state and federal laws and the College mission, rules and regulations, including but not limited to those contained in the agreement.

## **II.N Limited Use**

Licensee may use only contracted College facilities and equipment, unless prior approval has been obtained through St. Norbert College Athletic Department. Under no conditions shall an unauthorized person undertake repair, service or alternation of any College facility or item of College property.

## **II.O College Rules and Regulations**

Licensee and Licensee's guests are prohibited from:

1. Possession of illegal substances.
2. Possession of animals, except when required to assist handicapped persons.
3. Tampering with fire system or fire safety equipment.
4. Possession of any weapon, fireworks, or other flammable materials.
5. Disruptive, destructive or dangerous behavior.
6. Possession or consumption of alcohol in public areas, or possession or consumption of alcohol by guests.
7. No fog machines may be used for dances, etc.
8. Smoking, use of e-cigarettes, personal vaporizers, or electronic nicotine delivery systems, smokeless tobacco or use of any other tobacco products is prohibited on St. Norbert College campus. This includes all building and campus grounds.
9. The use of a trampoline on the campus of St. Norbert College is prohibited.

## **II.P Event Content**

Licensee agrees that the content of all educational conferences and programs will be consistent with the mission and goals of St. Norbert College.

## **II.Q TITLE IX AND ANTI-DISCRIMINATION POLICY**

St. Norbert College upholds the sacred dignity of every person. As such, the College is committed to equal opportunity for our students, faculty, and staff, as well as visitors and invited guests. It is the College's policy that no one shall be treated differently on their basis of religion, race, national origin, marital status, sex, sexual orientation, gender identity, disability, and any other protected groups under state and federal laws. The College's Non-Discrimination Policy can be found at <https://www.snc.edu/about/non-discrimination-policy.html>.

Further, The College takes instances of harassment and discrimination very seriously. The College prohibits all forms of sex discrimination according to Title IX of the Educational Amendment Act, including sexual harassment and gender-based violence. All members of the college community, visitors, and invited guests are held to the same expectations and responsibilities as noted in the College's policy on Sex and Gender Harassment/Discrimination, found online at <https://www.snc.edu/titleix/docs/sexual-misconduct-policy.pdf>.

Concerns and potential violations should be reported to the appropriate supervisors or to the Title IX Coordinator. The College will address all known concerns and swiftly address any and all violations of College policies. For more information, visit <https://www.snc.edu/titleix/>.

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