RECREATION SERVICES

FACILITY RENTAL CONTRACT
ORGANIZATION/ENTITY

DEPARTMENT OF RECREATION SERVICES

This Facility Rental Contract ("Agreement") is entered into by Iowa State University of Science and Technology, on behalf of its Department of Recreation Services ("ISU"), and the Organization identified on the Renter Information section on Page 1 of this Agreement ("Customer"). The Effective Date of this Agreement shall be the date on which ISU signs this Agreement.

Please Read this Agreement Carefully. It affects the rights and responsibilities of the Customer and its members who use the space, equipment and services contracted for under this Agreement.

TERMS AND CONDITIONS – ISU RECREATION SERVICES FACILITY USE

In consideration of the mutual agreements of ISU and Customer, it is agreed that:

1. **Permission to Use Space.** ISU grants Customer permission to use the space described on Page 1 under Event Information (the "Space"), any equipment and/or services also identified under Event Information (the "Equipment") during the period described on Page 1 under Event Information (the "Use Period").

2. **Payment of Final Charges and Fees.** Customer agrees to pay all Final Charges and Fees associated with renting the Space and Equipment. The Estimated Charges and Fees appearing on Page 1 of this Agreement are an estimate and ISU agrees to notify Customer when the Final Charges and Fees differ from the Estimated Charges and Fees. Full Payment is due within thirty (30) days after Customer receives an invoice from ISU. Payment should be made payable to Iowa State University of Science and Technology and submitted to ISU Treasurer's Office, 1220 Beardshear Hall, Iowa State University, Ames, IA 50011-2044.). If payment is not made when due, see Paragraph 5 of the Terms and Conditions.

3. **Inherent Risks and Health Insurance.** Customer understands all of the risks involved with the use of the Space and Equipment, including the risk of property damage and the risk of personal injury and agrees to assume those risks. In addition, Customer agrees to make their individual members or guests aware of these risks. ISU is not responsible for any accident or medical expenses incurred by Customer, Independent Contractors or Customer's volunteers, members or guests. Customer agrees to obtain from each individual member a signed Release of Liability Form, provide ISU a copy of said Liability Form(s) as requested and require each member using the Space be covered by a health insurance policy that is current and in effect during the member's use of the Space and Equipment.

4. **Cancellation by Customer.** If Customer cancels this Agreement, Customer must provide ISU written Notice and a Cancellation Fee will be applicable. Any fee that Customer must pay as a result of cancellation ("Cancellation Fee") is set forth in Paragraph 12 of the Terms and Conditions. ISU shall notify Customer of the amount of any applicable Cancellation Fee within thirty days of receiving Customer's notice of cancellation. Client shall pay all Cancellation Fees within thirty (30) days of receiving the notice from ISU of the amount.

5. **Use of Space.** Customer may use the Space only for the purpose described in this Agreement. Customer acknowledges that others may be using other areas of ISU's property during the Use Period. Customer shall not disrupt such use by others. ISU reserves the right to inspect the Space, access the Space to perform maintenance, enforce applicable laws, regulations, and policies and remove any person who is disruptive to ISU's operations or where ISU reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people,

the Space, or other property. Customer shall vacate the Space at the end of the Use Period or upon cancellation of this Agreement and leave the Space in as good condition as the Space was upon entry by Customer, reasonable wear and tear excepted. Except for reasonable wear and tear, Customer shall be responsible for any damage to or loss of ISU property caused by Customer or Customer's employees, agents, subcontractors or guests and for any excessive trash. Customer shall notify ISU immediately of any such damage or loss. ISU may repair or replace such damaged or lost ISU property and remove excessive trash. In such event, ISU shall provide Customer with an invoice for the costs incurred by ISU for such repair, replacement or removal and Customer shall pay such invoice within thirty (30) days of receipt.

6. **Compliance with Law and ISU Policies.** Customer shall comply with, and shall require its members, employees, agents, subcontractors and guests to comply with, all applicable laws, regulations, ordinances and ISU policies. ISU policies include, but are not limited to, the following prohibitions in ISU buildings and on ISU property: (a) smoking; (b) alcohol, unless prior written permission has been granted; (c) intoxicants, narcotics, and drugs; (d) firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials; (e) gambling; and (f) solicitation. Motor vehicles of any type are prohibited from being driven on ISU sidewalks or outdoor green space areas. Illegally parked vehicles will be ticketed and subject to towing, without warning, at the owner's expense. Customer shall obtain the consent of ISU before bringing, or permitting its employees, agents, subcontractors or guests to bring, animals on ISU property and shall comply with ISU's Animals on Campus policy and other applicable policies. Prior consent is not required when the animal is assisting persons with disabilities.

   When facility use involves an academic, athletic or recreational activity offered to youth participants under the age of eighteen, Customer must contract using the RECREATION YOUTH ACTIVITIES, PRECOLLEGIATE PROGRAMS/CAMPS FACILITY USE AGREEMENT.

7. **Customer Equipment and Property.** ISU shall not be responsible for loss or damage to property, material, or equipment belonging to Customer or its employees, agents, subcontractors or guests ("Customer Property"). Customer shall remove all Customer Property prior to the expiration of the Use Period or promptly upon termination or cancellation of this Agreement. ISU may remove and store any Customer Property that Customer fails to remove. Customer shall pay all expenses associated with such removal or storage.

8. **Decorations and Publicity.** All signs, banners, decorations, displays, and exhibits and the location of such items must have prior written approval from ISU. The parties to this agreement agree not to use the name or trademarks of the other party or the name of any of the other party's employees in publicity or advertising without the prior written consent of the other party. Customer may use ISU's name when providing the address of the location of Customer's event. Unless express written permission has been granted, Customer shall not represent or imply that it is affiliated with ISU or that Customer's event is endorsed or approved by ISU unless this is otherwise endorsed or affiliated with ISU through another agreement.

9. **Financial.** In consideration for the use of the Space and any equipment or services provided by ISU, Customer shall pay ISU the Charges and Fees set forth in this Agreement ISU may also impose a finance charge computed at a periodic monthly rate of 1% per month on the balance or an annual percentage rate (APR) of 12% when computed from the billing date. The unpaid account may be referred for collection, and Customer agrees to pay all collection costs and reasonable attorneys' fees if ISU must take action to recover any past due amounts.

10. **Limitations of Liability and Indemnification.** The Space, equipment and services are provided "AS IS". Customer assumes all risk of loss, damage, and liability which Customer may sustain while using the Space and equipment. IN NO EVENT SHALL ISU BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer shall INDEMNIFY AND

HOLD HARMLESS Iowa State University, the State of Iowa, and the Board of Regents, State of Iowa, and their officers, employees, and agents from and against all liability, claims, demands or causes of action (including claims by Customer's employees, agents and guests) arising from the acts or omissions of Customer or its employees, agents, subcontractors or guests or arising from Customer's Event, except those resulting from the negligence of any ISU employee or agent.

11. **Insurance.** Customer shall purchase and maintain, at Customer's own expense, and require its subcontractors who will be present on ISU property to carry, the insurance coverage listed below. Commercial General Liability and Excess Liability must include "Iowa State University"; "Board of Regents, State of Iowa"; and the "State of Iowa" as additional insureds. ISU reserves the right to increase the minimum limits if ISU determines additional types or limits of coverage are necessary. The insurance companies providing coverage must be of an acceptable financial rating as determined by ISU. All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds. The policy must provide the following coverage and limits as a minimum:

Commercial General Liability

General Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000
Damage to Rented Premises	$ 300,000
Medical Payments (Any One Person)	$ 5,000

Excess/Umbrella Liability

Policy must provide for $1,000,000 per occurrence

Automobile (applicable only when using vehicles on campus)

$1,000,000 single limit each accident to include hired, rented or non-owned vehicles.

Workers' Compensation and Employer's Liability

Statutory Limits of $100,000/$500,000/$100,000. Must include a Waiver of Subrogation in favor of "Iowa State University"; "Board of Regents, State of Iowa"; and the "State of Iowa".

The certificate must also contain a clause stating that such insurance shall not be modified, reduced, canceled, or terminated without the insurer providing ISU with thirty days' prior written notice. The certificate must be submitted to the ISU Department of Recreation Services no later than ten (10) business days prior to the beginning of the Use Period. Customer is responsible for verifying that its subcontractors are carrying the required insurance.

ISU shall have the right to prohibit Customer from entering ISU property until ISU receives such certificates or other evidence that the required insurance has been obtained. If Customer or its subcontractors fail to carry the required insurance or if Customer fails to submit evidence of insurance coverage, ISU may, in its sole discretion: (i) cancel this Agreement as stated in the section on Cancellation or (ii) purchase the required insurance on Customer's behalf, and Customer shall reimburse ISU for the cost of such purchase.

12. **Cancellation.**

Notice. A party seeking to cancel this Agreement must send written notice to the other party of such intention.

Customer Cancellation. Customer may cancel this Agreement as indicated in Paragraph 5 of the Facility Rental Contract. The Cancellation Fee Schedule is as follows:

* 15-30 days prior to the contracted event date: 100% of all costs incurred by ISU in connection with the event.

* 0-14 days prior to the contracted event date: 50% of the contracted rental fees, and 100% of all costs incurred by ISU in connection with the event.

ISU Cancellation. ISU may cancel this Agreement for the following reasons:

Force Majeure. ISU may cancel this Agreement if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as fire, strikes or labor disputes, floods, inclement weather, acts of God, war, terrorism, civil disturbances, or energy shortages. ISU's failure to perform or delayed performance for such reasons shall not be deemed a breach of this Agreement.

For Cause. ISU may cancel this Agreement immediately upon written notice to Customer if: (a); (b) Customer fails to carry the required insurance or submit evidence of insurance coverage as required by this Agreement; or (c) if Customer or Customer's employees, agents, subcontractors or guests (i) disrupt ISU's operations or other's use of other ISU property, (ii) act in a manner ISU reasonably believes to be unsafe or that may cause or has caused harm to persons, the Space, or other property, or (iii) violate applicable laws, regulations, or ISU policies. ISU may also cancel if Customer fails to cure any other material breach of this Agreement within ten days of receiving written notice of such breach from ISU. The foregoing shall be in addition to any other remedies to which ISU is entitled.

For Convenience. ISU may cancel this Agreement upon fifteen (15) days' written notice to Customer.

13. **Miscellaneous.**

Entire Agreement. The entire Facility Rental Contract between the parties includes the Facility Rental Application, the Facility Rental Agreement, the Terms and Conditions and any attachments and supersedes all prior agreements, whether written, oral, or implied. All mentioned documents are incorporated into this Agreement by reference.

Terms and Conditions. Customer, on behalf of itself, its subcontractors and its members/guests, agrees to comply with the Recreation Services Facility Use Terms and Conditions as incorporated into this Agreement.

Authorized Signature. The person signing this Agreement is authorized by Customer to enter into contracts on behalf of Customer.

This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties. The parties' rights and obligations in this Agreement that, by their nature, would continue beyond the cancellation or expiration of this Agreement shall survive such cancellation or expiration. This Agreement shall be construed in accordance with the laws of the State of Iowa, and any litigation or actions commenced in connection with this Agreement shall be instituted in an appropriate court in the State of Iowa.

WHEREFORE, after reading this FACILITY RENTAL AGREEMENT, including its Terms and Conditions, Renter Information, Event Information, Charges and Fees and any attachments, I voluntarily agree to the terms of use for this facility.

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Name: _Garry Greenlee_____
Print Clearly

_____
Signature

Title: _____

Date_____

42-6004224
IRS Entity Identification Number

<CUSTOMER NAME>

Name: _Capt. Joe Schaffer, Ankeny Police Dept.
Print Clearly

_____
Signature

Title: Captain

Date 10/19/16

42-6004235
IRS Entity Identification Number

Signature _____
Gary Lorenz, Mayor

Date: _____