



City Laundering Co Rental Service Agreement

Customer	Sales <i>Mk</i>	Office
Effective Start Date of Service Agreement <i>2-25-2022</i>		
Expiration Date of Service Agreement <i>2-25-2027</i>		

1700 So. Frederick | P.O. Box 622 | Oelwein, IA 50662 | (800) 798-5621 | Fax (319) 283-5636 | www.citylaundering.com

Business Name: Linn Mar School District

Address: Marion IA

Phone: 319-447-3499

This Agreement made this _____ **day of** _____
City Laundering Co. hereafter referred to as "Supplier," and the undersigned, hereafter referred to as "Customer," agree, the one with the other, on the following whereby the Customer rents garments and/or other merchandise from Supplier.

CHANGES/SIZES	DESCRIPTION	PRICE	CHANGES/SIZES	DESCRIPTION	PRICE
	Twice a Week Delivery				
	Black Linn Mar Aprons	\$0.24			
	Deluxe Bath Towels	\$0.42			
As Sent	Linn Mar Bath Towels	\$0.32			
	Tea Towels	\$0.24			
	Oven Mitt	\$0.24			
	Pot Holder	\$0.22			
	Laundry Bag				

- Supplier agrees to furnish the above-referenced uniforms and items, as well as such other additional uniforms and items as may be subsequently requested by the Customer. If additional items are requested, those items will automatically become a part of and subject to the terms of this agreement. Customer agrees to rent exclusively from Supplier and to assume responsibility for all items on this agreement plus any others subsequently requested by Customer and furnished by Supplier. If any rental items furnished to the Customer are lost, damaged, destroyed or abused while in the Customer's possession from any cause other than normal wear, the Customer shall then be subject to a replacement charge for those items.
- The term of this rental agreement shall be for sixty (60) months from the effective start date of this agreement. Customer agrees this agreement will, will not automatically renew for one (1) like term. *Mk* (initial)
- The terms of this agreement shall apply to all increases or additions in merchandise and related services. **Charges may be imposed or charged from time to time by written notice to the customer. The sending of an invoice to the Customer containing such charges shall be construed as such written notice.** Since company's cost of doing business, such as costs of labor, materials, utilities, transportation and supplies may fluctuate, Customer agrees that all charges may be adjusted annually. It is hereby agreed that such price adjustments shall not exceed 7% per year. Pricing on this agreement is agreed to by company and Supplier upon signing. **The offer of lower pricing by another Supplier is not a valid reason to breach this agreement.**
- Customer acknowledges that Supplier inquired regarding any obligations with any other party for services which are the subject of this agreement, and Customer assures Supplier that none exist. No inducement has been made by Supplier for Customer to improperly terminate any pre-existing service agreement with another party. The Customer acknowledges receipts of this contract.
- The person signing on behalf of the Customer warrants to the supplier that he/she has the authority and power to execute this agreement on behalf of the Customer, and that the Customer has full knowledge of this agreement. Acceptance of the first delivery shall constitute acknowledgment by the Customer of the authority of the person executing this agreement. Customer has read this agreement in its entirety, understands it and as a merchant agrees to its terms.
- This agreement is subject to the additional terms and conditions set forth on the following pages hereof, all of which are incorporated in, and made part of this agreement
- All garments and other merchandise supplied under this agreement shall remain the property of Supplier, except that if this agreement is cancelled by the Customer for any reason prior to its regular expiration. Customer agrees to purchase said garments and merchandise at fair market value. Customer recognizes that in establishing service, Supplier has made a substantial capital investment in this account. If this agreement is terminated

Initial Here _____ **City Laundering** *Mk* **Customers** _____

early, it is agreed that Supplier's damages will be substantial and difficult to ascertain. In recognition of these facts, it is agreed that in the event the Customer terminates service for any reason, at any time other than at contract expiration date, Customer shall pay Supplier as liquidated damages, and not as a penalty, an amount equal to 50 percent of the average weekly rental charges charged during the previous weeks of the contract period multiplied by the number of weeks remaining in this agreement. Upon payment of said amount and delivery to Supplier of all textiles covered by this agreement, Customer will be relieved from payment of future rental charges.

- 8. Textile Use:
 - a. The Customer may use the textiles for all purposes that are incidental to the Customer's normal activities. The Customer shall NOT use textiles to clean up spills of hazardous waste, as defined by applicable local, state and federal regulations.
 - b. The Customer shall not pour excess solvents or any other chemicals onto textiles as a means of disposing of excess solvents or chemicals.
 - c. The Customer shall establish and maintain at all times a collection system that complies with all applicable local, state and federal environmental and workplace regulations.
- 9. Collection of soiled textile:
 - d. If the soiled textile bears free liquid, the Customer will use a collection system or other process to remove this free liquid.
 - e. If the soiled textile does not bear free liquid, the Customer may place it in a soiled textile holder outside of a collection system prior to its transportation to the textile rental Company.
- 10. **WARNING! In the event that under this agreement rental garments are furnished to the customer, it is the customer's responsibility to identify risks and hazards in the workplace and to protect employees. The Supplier denies all responsibility for injury due to fire or chemical burn. If said garments are intended to be used by persons working near molten metal, sparks, or flames, or where caustic chemicals might spill or splash, 100% cotton or standard 65% Polyester/35% Cotton fabrics offer no protection against these hazards. Customer acknowledges this warning and hereby agrees to indemnify and hold harmless Supplier from any and all claims or damages arising out of any complaint that the garments were inadequate for said protection.**
- 11. The Customer agrees that the Supplier may take a periodic inventory upon the premises of the Customer. Customer grants Supplier the right to enter the premises and to recover its merchandise.
- 12. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors or assigns. No waivers or statements made by any representative of the Supplier shall be valid unless set forth herein.
- 13. If a Customer is leasing garments, Customer agrees to pay the weekly charge per employee. Weekly rental charge begins on the date of first delivery. The first delivery shall include a preparation charge for each garment issued to wearer of \$1.25. The preparation charge is subject to change as the Supplier's costs change. Rental rates listed on said agreement will be subject to CAM charges.
- 14. Customer agrees to indemnify, reimburse and hold Supplier harmless from and against any and all claims, losses, liabilities, demands, suits, judgments, or causes of action and all legal proceedings whether civil or criminal, penalties, fines and other sanctions and any costs and expenses in connection therewith, including attorney's fees and expenses, which may result from or arise in any matter as a result of any act or omission on the part of Customer with respect to the textiles or garments leased, if any hereunder. Customer shall indemnify or reimburse Supplier for any attorney fees, court costs and expenses incurred by Supplier in any attempt to collect amounts owed under the agreement in the event the agreement is unreasonably terminated by Customer in violation of terms set forth in this agreement. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- 15. **Supplier agrees to furnish the Customer with garments and other merchandise freshly laundered, mended and finished to industry standards. Supplier warrants to give good service to the Customer. The Customer shall have the right to terminate this agreement by giving Supplier written notice that service or quality problems exist. Said written notice shall be provided to the business manager of Supplier, which shall mean the person who has authority to sign contracts and make similar business decisions for Supplier. Supplier then shall have thirty (30) days from receipt of said written notice to correct said problems. If problems are not corrected in thirty (30) days by Supplier, the contract may be terminated by Customer.**

This agreement is subject to an addendum: Yes _____ No X If yes is checked, see attachment.

CITY LAUNDERING CO.
Signature Marty Kuse
Name Marty Kuse
Title Distact Manager
Manager's Signature _____

CUSTOMER
Signature _____
Name _____
Title _____
Email Address _____

Would you like a copy of the contract **emailed / mailed** to you?



EXTENDED SERVICE AGREEMENT

DAKTRONICS, INC. ('Daktronics')
 201 Daktronics Drive
 Brookings, SD 57006
 Phone: (800) 325-8766
Daktronics Contact: Trevor Doyle

For Internal Use Only

Bill to Loc #: _____
 Bill to Contact: _____
 Check #: _____

Purchaser: Linn-Mar Community School District
Address: 2999 10th St
City, State, Zip : Marion, IA 52302-5478
Country: United States
Phone: (319) 892-4800
Contact: Bobby Kelly **Email:** bkelley@linnmar.k12.ia.us

Customer ID: 128625-002

Purchaser hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement

Commencement Date: 28 October 2021

Expiration Date: 27 October 2022

Order No.: E187734-5	Original Job No.: S187734
Description of Services Provided	Price & Payment Terms
See Attachment A GOLD® Services	Due upon Commencement Date \$1,165

EQUIPMENT LIST

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
Linn-Mar Aquatic Center 3457 N 10th St, Marion, IA 52302-5957				
	S187734	+DVNMC-601-192X416-10-RGBSF Indoor Message Center	1	128625-003
	S187734	+Omnisport 2000 Control Console	1	128625-003
	S187734	+RC-100 Control Console	8	128625-003
	S187734	+SW-3004 Swimming Scoreboard	2	128625-003

Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- Any applicable taxes.
- Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to www.daktronics.com/exclusions.

3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

+The indicated equipment will be covered under this Agreement, E187734-5, for one (1) additional year from the current commencement date of 28 October 2021, after which, the indicated equipment may no longer be supported by Daktronics under a service agreement. Service will be billable on a time and materials basis.

ATTACHMENT A

GOLD® Services

Scope of Services

Services Included

1. Daktronics parts coverage which includes:
 - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
 - 1.2. Repair or replacement of failed electronic parts or assemblies.
 - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
2. Technical support via telephone during business hours as defined below.
3. Access to the Service Coordination Center.

Gold shall not include nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

Business Hours:

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

Purchaser Responsibilities

The items listed below are the responsibility of the Purchaser.

1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
2. Purchaser is responsible for management of customer-owned spare parts inventory.
3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
4. Purchaser is responsible for providing lift access to the display.
5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
 - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
 - 5.2. Purchaser is responsible for routine maintenance functions.
 - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 <http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx>)

Gold® is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

All invoices will be forwarded to Purchaser at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Billing Address:

Company: _____
Address: _____
City, State, Zip: _____
Country: _____
Phone: _____
Contact: _____
Email: _____

Purchaser hereby confirms that the Services are to be delivered at the address indicated on page one (1) of this Agreement unless otherwise specified below:

Site Address:

Company: _____
Address: _____
City, State, Zip: _____
Country: _____

ACCEPTANCE:

In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers.

PURCHASER: Linn-Mar Community School District

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

PURCHASER PO # _____

DAKTRONICS, INC.

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc. Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60 days from Proposal Date.

TERMS AND CONDITIONS OF EXTENDED SERVICE

1. Scope of Extended Service Agreement. The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
2. Contract Documents. The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
3. Commencement Date. The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
4. Conditions Precedent. Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
5. Payment. Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
6. Spare Parts Package. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
7. Replacement Parts. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
8. Limitations of Coverage. This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) wireless devices or services used for providing wireless connection to the Equipment (wireless devices and services provided by Daktronics are subject to [Daktronics Terms and Conditions of Wireless Service](https://www.daktronics.com/TermsConditions/DD3956286) available at <https://www.daktronics.com/TermsConditions/DD3956286>); (d) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (e) paint or refinishing the Equipment or furnishing material for this purpose; (f) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (g) electrical work external to the Equipment; (h) batteries; (i) third-party systems and other ancillary equipment including without limitation front-end video control systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (j) the security or functionality of End User's network or systems, including anti-virus software updates; or (k) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDs as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
9. Actions that Void the Service Agreement. Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
10. Service Providers. Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
11. Access to the Equipment. The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
12. Adverse Conditions. In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
13. Cooperation. Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

14. Return Items. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.

15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.

16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.

17. Default. Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.

18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

19. Disclaimers; Limitation of Liability. Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.

20. Force Majeure. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').

21. Assignment. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.

22. Miscellaneous. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.



**LINN-MAR COMMUNITY SCHOOL DISTRICT
AGREEMENT BETWEEN DISTRICT AND CONTRACTOR**

WHEREAS the Linn-Mar Community School District (the District) and Tri-City Electric Co. hereinafter referred to as CONTRACTOR desire to enter into an AGREEMENT as described herein, it is agreed for mutual consideration as follows:

- A. CONTRACTOR agrees to perform all the Work required by the Contract Documents for:

PROJECT NAME: Excelsior Middle School Intercom Replacement

PROJECT DESCRIPTION: Replace the existing intercom system at Excelsior Middle School with the Rauland Telecenter U Intercom System Gateway.

- B. The Contract Documents consist of this Agreement, the Conditions of Contract, Drawings, Specifications, all Addenda issued prior to execution of this Agreement, all Modifications issued after execution of this Agreement and those additional documents not previously mentioned but listed in Section J. of this Contract and are fully a part of this Contract as if attached to the Agreement or repeated herein.
- C. The Work to be performed under this Contract shall begin no sooner than February 1, 2022 and, subject to adjustments mutually agreed between CONTRACTOR and DISTRICT, Substantial Completion shall be effected no later than March 31, 2022 with final completion no later than ninety (90) days after substantial completion.
- D. The parties hereto expressly stipulate and agree that time is of the essence of this contract. If the work is not substantially and/or finally completed within the timelines stipulated above, or within such extensions of time as may be granted in accordance with the General Conditions, it is understood and agreed that the CONTRACTOR shall reimburse the DISTRICT for any extra engineering or architectural services, inspection costs or other reasonable DISTRICT costs and/or expenses necessitated by the continuance of the work beyond the deadlines outlined above. It is hereby agreed that such extra costs charged to the CONTRACTOR in no way to constitute a penalty, but said costs represent additional expense to the DISTRICT caused by the delayed completion of the work by the CONTRACTOR. Such additional expense shall be deducted from the monies due the CONTRACTOR at the time of final payment, recognizing any extensions of time granted by the DISTRICT herein provided.
- E. Subject to additions and/or deductions by Change Order as provided in the Contract Documents, the Contract Sum of Fifty Four Thousand Sixty-three dollars (\$54,063) shall be paid, to be determined as follows: Base bid at Excelsior Middle School (\$54,063).
- F. Payment to the CONTRACTOR shall be made by the DISTRICT from cash-on-hand from such sources as may be legally available. Such payment shall be made to the



CONTRACTOR based on monthly estimates in amounts equal to ninety five percent (95%) of the contract value of the work completed, including materials and equipment delivered to the job during the preceding calendar month and shall be based upon the Application for Payment and the Partial Lien/573 Waivers prepared by the CONTRACTOR. The Application for Payment 1 copy and the partial Lien/573 Waivers (1 copy) shall be filed with the DISTRICT on the last day of the month. The Manager of Buildings and Grounds and the Construction Supervisor shall evaluate whether or not the Work has progressed to the point indicated; and whether the quality of the Work is in accord with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated on the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount authorized. If, in the opinion of the Manager of Buildings and Grounds or Construction Supervisor, the Work meets the stipulations contained herein, a Certificate for Payment will be issued and forwarded to the Director of Finance for approval by the Board of Directors in as timely a manner as possible. Such monthly payments shall, in no way, be construed as an act of acceptance for any part of the Work partially or totally completed.

- G. The rate of interest to be paid on payments due and unpaid after forty-five (45) days under the Contract Documents shall be the rate established by rule at Iowa Code § 74A.2.
- H. Final payment will be ninety five percent (95%) of the total contract amount upon final completion and approval of the Board. Balance shall be paid not earlier than thirty-one (31) days after approval by the Board of Directors of the DISTRICT in accordance with Iowa Code Chapters 26 and 573. The CONTRACTOR shall submit, with its final payment, a final waiver of lien/573 claim, on forms approved by the DISTRICT, covering all work performed by CONTRACTOR. The forms shall show an amount corresponding to the final amount of the contract.
- I. Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- J. The Contract Documents, which constitute the entire agreement between the DISTRICT and CONTRACTOR, are listed in both section B and herein in section J, except for Modifications issued after execution of this Agreement. The Contract Documents are listed as follows: (check all applicable)

- Bid Form
- Bid Bond
- Agreement between District and Contractor
- Performance and Payment Bond
- Certificate of Insurance and Insurance Policies



- General and Supplementary Conditions (if any)
- Plans
- Technical Specifications

K. MISCELLANEOUS.

1. Assignment. The CONTRACTOR shall not assign all of this rights or obligations under this Agreement without the express written consent of the DISTRICT. Upon any assignment, even though consented to by the DISTRICT, the CONTRACTOR shall remain liable for the performance of the Work under this Agreement.
2. Partial Invalidity. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.
3. Waiver. No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the DISTRICT shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the DISTRICT to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the DISTRICT'S rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the CONTRACTOR to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.
4. Entire Agreement. The within Agreement, together with the Contract Documents constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing, signed by all the parties.
5. Counterparts. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.
6. Governing Law. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Linn County, State of Iowa. This transaction shall be governed by the laws of the state of Iowa.
7. Notices. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.



If to Owner: Buildings and Grounds Manager
Linn-Mar Community School District
490 62nd Street
Marion, IA 52302

If to CONTRACTOR: to the individual at the address set forth in the signature block below.

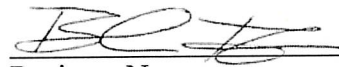
Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

8. Bonds. The CONTRACTOR shall furnish both a performance bond and a payment bond in the full amount of the contract and shall pay the premium thereon. The performance bond shall guarantee the full performance of the contract.

This AGREEMENT entered into this 18th day of November 2021.

DISTRICT: Linn-Mar Community
School District, County of Linn, State
of Iowa

President, Board of Directors



Business Name

Brandon Richman

First & Last Name

6225 N Brady St, Davenport IA 52806

Address

Secretary, Board of Directors

FACILITY USE AGREEMENT



Venue Name:	Alliant Energy PowerHouse
	370 1 st Ave NE Cedar Rapids, IA 52401 319.398.5211

Linn Mar Graduation

May 28th, 2023

May 26th, 2024

May 25th, 2025

This Agreement, entered into 11/12/21 by and between the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids (**OWNER**) to manage the Alliant Energy PowerHouse, hereinafter referred to as "**VENUE**" and:

Linn Mar/Marion School Districts

Attention: Nietert, Joseph

Phone: / **Fax:**

E-Mail: jnietert@linnmar.k12.ia.us

Hereinafter referred to as "**CLIENT**."

DEFINITIONS

VENUE shall mean the duly appointed manager of the Alliant Energy PowerHouse, VenuWorks of Cedar Rapids, LLC, 370 1st Ave NE, Cedar Rapids, IA 52401. 319.398.5211

Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, to Event attendees.

Event means Linn Mar Graduation and all related activities.

Gross Ticket Sales means the total ticket sales less any applicable federal, state and local admission taxes and facility fee, when applicable.

Term means the period of this Agreement as set forth below under "term".

SCOPE OF USE

CLIENT warrants that said use is for the following and no other purpose:

Linn Mar Graduation

Spaces utilized for the above stated purpose will be as follows: Alliant Energy PowerHouse and all contiguous spaces not including the hotel or convention center.

FACILITY USE AGREEMENT



TERM

The Term shall commence on 05/28/23
Event day(s) are: 05/28/23
Move-in and Move-out days are: 05/28/23 1:00pm and 6:00pm
Move out is immediately following event.

The Term shall commence on 05/26/24
Event day(s) are: 05/26/24
Move-in and Move-out days are: 05/26/24 1:00pm and 6:00pm
Move out is immediately following event.

The Term shall commence on 05/25/25
Event day(s) are: 05/25/25
Move-in and Move-out days are: 05/25/25 1:00pm and 6:00pm
Move out is immediately following event.

PAYMENT

In consideration for the license to use the **VENUE** as provided in this Agreement, **CLIENT** shall pay to **VENUE** a facility rental fee of \$3,000 per year.

CLIENT agrees to pay all reimbursable expenses required for the completion of this event also including but not limited to the cost of ushers, ticket scanners, ticket sellers, crowd control, security, police, fire, guest event medical, barricade, phone/internet, ~~forklifts~~, permits, advertising, cleanup/conversion, stagehands, runners, sound, lights, towels, catering, spotlights, and outside rentals.

~~**CLIENT** is required to provide, on demand of **VENUE**, documentation of qualification for NON-PROFIT status as it may relate to this **VENUE** Agreement.~~

Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **VENUE** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **VENUE** for full payment of the actual costs billed to the event.

SECURITY DEPOSIT

CLIENT agrees to pay **VENUE** a non-refundable deposit of \$2,500 within 120 days of each event day annually.

ADDITIONAL DEPOSIT PAYMENTS

It is expressly understood that **VENUE** prior to **CLIENT'S** Event, may require additional deposit payment(s) to satisfy **CLIENT'S** obligations under this Agreement. If **CLIENT** fails to meet this requirement, **VENUE**, at its sole option, may terminate this Agreement, and **CLIENT** shall forfeit, as liquidated damages, the Security Deposit as set forth above.

Make checks payable to: Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401

FACILITY USE AGREEMENT



BOX OFFICE SERVICES

VENUE provides comprehensive box office services for ticketed events through the Ticketmaster system. Prior to making any public announcements, **CLIENT** must contact the Box Office Manager to make all arrangements for setting the event up on the Ticketmaster system, ticket pricing, discounts, pre-sale and public on sale dates.

~~**VENUE requires that all advertised ticket prices be inclusive of all fees and taxes.** Such fee and tax inclusion should be noted in all advertising materials. A net ticket price will be determined for settlement purposes and tax and fees will be added on to arrive at the advertised price. All tickets for events at the **VENUE** will be subject to a \$3.00 per ticket charge as a Facility Maintenance Surcharge. This facility fee belongs to **VENUE** and is not part of the gross sales of this event(s).~~

BOX OFFICE CHARGES

~~**CLIENT** shall pay the greater of 4% of gross receipts, after tax, capped at \$2,000.00 for box office services and ticket printing. **CLIENT** may receive up to 200 complimentary tickets for each performance at no charge. Complimentary tickets printed in excess of 200 will be charged the full \$3.00 Facility Maintenance Surcharge.~~

CLIENT agrees to provide **VENUE** with 1% of seating manifest, capped at 60, COMPLIMENTARY TICKETS for each performance covered by this Agreement at no charge.

CLIENT agrees to pay **VENUE** for credit card surcharges on ticket purchases only at the primary box office at 4% of ticket face value.

CLIENT agrees that VIP boxes in the **VENUE** are not manifested for the performances covered by this Agreement. **CLIENT** further acknowledges that **VENUE** may place an additional surcharge on some or all pre-licensed "higher-end" seats in sections 103 and 110 to cover fulfillment of food and beverage amenities.

TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

6%	State of Iowa	Sales Tax
1%	City of Cedar Rapids	Sales Tax
7%	Total Sales Tax	

NOVELTIES AND CONCESSIONS

VENUE retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to event.

VENUE will receive the following commissions on all novelties sales, net of taxes: electronic items/recorded media: 10%; soft goods: 20% Artist/Client sells or 25% **VENUE** sells. All revenues net of payment of the commission shall belong to **CLIENT**.

The **VENUE** reserves the right to operate and receive the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and alcoholic/non-alcoholic beverages.

FACILITY USE AGREEMENT



INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.

CLIENT must be named as the Insured on all Certificates of Insurance provided to **VENUE**.

CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintain in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT'S** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII (7)**.

CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the State of Iowa, VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Comprehensive General Liability:

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

Comprehensive Automobile Liability:

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

Worker's Compensation:

CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employer's liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts.

Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to **VENUE**, and **CLIENT** shall secure and provide **VENUE** with a Certificate of Insurance on a form approved by **VENUE**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

The **CLIENT** shall defend, indemnify and hold harmless the **VENUE** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-

FACILITY USE AGREEMENT



from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

In any and all claims against the **VENUE** or any of its agents or employees by any employee of the **CLIENT**, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable by or for the **CLIENT** or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The **VENUE** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism, and which loss or damage is covered and compensated by insurance.

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **VENUE** not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or **CLIENT** shall forfeit its rights under this Agreement.

PLACE OF SUIT/CHOICE OF LAW

This Agreement is executed in the City of Cedar Rapids, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa Any action at law, suit in equity, or other judicial proceedings for the enforcement of the Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Linn, State of Iowa.

ADDITIONAL COVENANTS AND AGREEMENTS

Per law, the **VENUE** is a smoke-free environment that is enforced in all areas of **VENUE** buildings and grounds.

Attachments hereby incorporated as part of this Agreement:

- Terms and Conditions
- Facility Rental Packet
- Ticket Office Rider

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For **VENUE**:

For **CLIENT**:

By: _____
Michael Silva

Executive Director

By: _____

Print Name:

Title:

Date: _____

Date: _____

TERMS AND CONDITIONS



Venue Name:	Alliant Energy PowerHouse
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(For the purpose of these Terms and Conditions, "VENUE" shall mean the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids, to manage the Alliant Energy PowerHouse.)

1.0 BUILDING CONTROL

- 1.1 CONTROL OF FACILITY:** In occupying the building, property and/or grounds at VENUE, the CLIENT understands that VENUE does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- 1.2 RIGHT OF ENTRY:** Duly authorized representatives of VENUE may enter and/or be present within the VENUE premises, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of VENUE.
- 1.3 NON-EXCLUSIVE RIGHT:** VENUE shall retain the right to use any portion of the facility not covered by this Agreement. VENUE also retains the right to re-enter or use any portion of its facility which becomes vacant for sufficient time to warrant doing so. VENUE shall retain the proceeds from all such actions.
- 1.4 INTERRUPTION OR TERMINATION OF EVENT:** VENUE shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause, the termination of such performance when, in the sole judgment of VENUE, such act is necessary in the interest of public safety.
- 1.5 EVACUATION OF FACILITY:** Should it become necessary in the judgment of VENUE to evacuate the premises because of a bomb threat or for other reasons of public safety, the CLIENT will retain possession of the premises for a sufficient time to complete presentation of activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, VENUE charges shall be forfeited, prorated, or adjusted at the discretion of the VENUE based on the situation, and the CLIENT hereby waives any claim for damages or compensation from the VENUE.
- 1.6 DEFACEMENT OF VENUE FACILITY:** CLIENT shall not alter, add to, deface, repair and/or change facilities and grounds in any manner whatsoever, except with the prior written consent of VENUE. The facilities and grounds shall be maintained and vacated, as and when required, in as good condition as they were upon entry of CLIENT therein, reasonable wear and tear excepted. If VENUE and CLIENT agree to alter any VENUE facilities in any way, CLIENT shall be solely responsible for the cost of restoration.
- 1.7 DAMAGES:** CLIENT agrees to pay upon demand for all damage and/or injury done to VENUE facilities and personnel by CLIENT, by CLIENT'S associated staff and crew, by CLIENT'S artist(s) and client(s), and by CLIENT'S patrons. VENUE reserves the right to retain and apply the deposit and box office receipts (if deposit is not sufficient) for such damage and/or injury, notice thereof having been given to CLIENT. VENUE will provide detailed billing and accounting to CLIENT when needed restoration or replacement of damaged items is completed; or, in the case of injuries to personnel, when the total cost associated with the injury is compiled.
- 1.8 LOST ARTICLES:** VENUE shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or entertainment given or held in the premises, and the CLIENT or any person in the

TERMS AND CONDITIONS



CLIENT'S employ shall not interfere with the collection or custody of such articles.

- 1.9 ANNOUNCEMENTS:** VENUE reserves the right to make announcements or display signage during the period of this Agreement, which would relate to future attractions and commercial messages. VENUE is also entitled to make such announcements as VENUE may deem necessary at any time in the interest of public safety. CLIENT agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements. VENUE reserves the right to display posters, banners and announcements, and to distribute literature concerning any activity it deems worthy.
- 1.10 SIGNS AND POSTERS:** CLIENT will not post or allow to be posted any signs, cards, banners or posters except upon such display areas as VENUE may provide or designate. Use of such areas is a non-exclusive right. All material is subject to approval by VENUE. By such approval, however, VENUE does not accept any responsibility in any manner for content. VENUE will remove any unauthorized signs at the CLIENT'S expense.
- 1.11 OPEN HOURS:** Doors shall be opened for event in accordance with advertised times, VENUE policy, and State Law.
- 1.12 INTERMISSIONS:** CLIENT agrees that every public performance, which is not staged within a single hour, will have an intermission period of not less than ten (10) minutes, excepting religious services or other engagements specifically excluded. VENUE reserves the right to assess a fee in advance, or a penalty after the fact, if an intermission is not held due to an act or omission of CLIENT, CLIENT'S associated staff, crew, artists, clients, or guests.
- 1.13 OBJECTIONABLE PERSONS:** VENUE reserves the right to refuse admission to, eject, or cause to be ejected from the premises any objectionable person or persons; and neither the VENUE nor any of its officers, agents, or employees shall be liable to CLIENT for any damages that may be sustained by CLIENT through the exercise by VENUE of such right.
- 1.14 SECURITY:** VENUE will exercise all reasonable care to safeguard property of the CLIENT while in the facilities. However, VENUE shall assume no responsibility whatsoever for any property placed in VENUE facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of VENUE facilities or any part thereof under this agreement. All security or other protective service(s) desired by CLIENT must be arranged for and by special agreement with VENUE.
- 1.15 MIXER/CONTROL SEATS:** VENUE reserves the right to hold 112 seats until the day of the performance for the use of a mixer board(s) for a sound or a light system. The seats will be released for sale after it has been confirmed by VENUE management that these seats shall not be needed for mixing.
- 1.16 OTHER USE OF BUILDING:** VENUE reserves the right to rent other parts of the VENUE at the same time as the rental of the designated space(s) to CLIENT and VENUE reserves the use of the lobbies, hallways, vestibules, ticket office, lounges, and other public rooms and facilities as VENUE deems fit, provided that such use does not unreasonably interfere with use of the premises by the CLIENT. CLIENT has no right to enter or use the areas in the building comprising the administrative offices of VENUE, the mechanical rooms, the ticket office, or any other areas except as designated by VENUE.

TERMS AND CONDITIONS



2.0 SERVICES PROVIDED

- 2.1 HEAT, LIGHT, UTILITIES:** During the period of this agreement, VENUE will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. VENUE will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor and supervision.
- 2.2 ADDITIONAL SPACE:** Available dressing rooms, office space and storage space will be provided by VENUE at the sole discretion of VENUE, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.
- 2.3 ADDITIONAL SERVICES AND STAFFING:** All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by VENUE and be considered reimbursable costs payable to the VENUE by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers.
- 2.3.1 In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to VENUE. VENUE retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the VENUE shall remain employees of the VENUE and will be under direct VENUE staff supervision.
- 2.4 CONTRACT SERVICES:** VENUE reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by VENUE for services not available from VENUE.
- 2.5 CATERING:** All catering must be performed by VENUE's in-house caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.

3.0 EVENT REQUIREMENTS

- 3.1 TALENT CONTRACT:** The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to VENUE upon demand a copy of said contract with the performer(s).
- 3.2 PRODUCTION REQUIREMENTS:** CLIENT agrees to furnish VENUE with detailed production and house requirements and/or information for CLIENT's use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT's use of space(s). VENUE requires advance information in order to schedule the appropriate personnel and equipment for CLIENT's use of space(s) and to compile expense estimates.
- 3.3 EQUIPMENT AND UTILITIES:** VENUE will provide equipment and utilities presently owned by VENUE at CLIENT's expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. VENUE reserves the right to operate/control all equipment and utilities used for CLIENT's event.
- 3.4 CLIENT PROVIDED EQUIPMENT:** CLIENT warrants that all equipment brought into VENUE shall be in good working order and meet applicable safety regulations. CLIENT

TERMS AND CONDITIONS



accepts responsibility for proper and safe operation, supervision and guarding of its equipment.

- 3.5 PRODUCTION CONSULTING:** VENUE will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon VENUE employees.
- 3.6 SCHEDULE:** VENUE agrees that all load-ins, set-ups, take-downs, load-outs, and any other work calls shall be scheduled at times specified by VENUE unless CLIENT has specific schedule obligations from other contract agreements that may pertain to CLIENT's use of VENUE. In the absence of any such obligations and/or waivers, all take-downs and load-outs shall take place immediately following CLIENT's use of space(s). Should CLIENT fail to fulfill the obligations of the schedule as specified, then VENUE may remove and store all equipment and/or property belonging to CLIENT at CLIENT's expense and risk.
- 3.7 AUTHORIZED AGENT:** An authorized representative of the CLIENT, with decision-making capabilities, must be on the premises in and/or available to the space(s) being used by CLIENT for the duration of any load-in, set-up, rehearsal(s), performance(s), take-downs, and load-out of all scheduled events, unless prior arrangements have been made with the appropriate staff of VENUE.
- 3.8 PUBLIC ADDRESS SYSTEM:** VENUE shall furnish, at CLIENT expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by VENUE.
- 3.9 ADDITIONAL EQUIPMENT:** If CLIENT requires additional production, stage, shop, house, and other building equipment beyond what is considered "in-house," then VENUE can and/or will rent or procure such equipment and charge to CLIENT any cost associated with obtaining such equipment with an added fifteen percent (15%) service charge. If CLIENT declines to have VENUE obtain such equipment, then CLIENT must coordinate the use of any outside services with VENUE. The intent of the foregoing is to ensure both parties that outside services are compatible with VENUE policies and facilities.
- 3.10 TRANSPORTATION:** All transportation of CLIENT equipment and personnel required for this event shall be the responsibility of the CLIENT.
- 3.11 CLOSED CIRCUIT TELEVISION EQUIPMENT:** CLIENT agrees to provide primary and back-up projection units for all closed-circuit television events, said units to be in place and tested in the facility no less than four hours before the scheduled event time.
- 3.12 NOTIFICATION:** It is the obligation and responsibility of CLIENT to timely inform the artist's management and/or client(s) contracted with CLIENT of any and all general conditions, restrictions and policies specified in this Agreement. VENUE shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if CLIENT's artist and/or client(s) is or was not aware of VENUE's restrictions and policies.

4.0 INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

- 4.1 CLIENT** must be named as the Insured on all Certificates of Insurance provided to **VENUE**.
- 4.2 CLIENT** shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because

TERMS AND CONDITIONS



of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the CLIENT's operations or occupancy under this Agreement, whether such operations be by CLIENT or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

4.3 CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

4.3.1 Comprehensive General Liability: \$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

4.3.2 Comprehensive Automobile Liability: \$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

4.3.3 Participants Liability: CLIENT agrees that if event is a contact sport, CLIENT will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

4.4 Worker's Compensation: CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

4.4.1 Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of VENUE, and CLIENT shall secure and provide VENUE with a Certificate of Insurance on a form approved by VENUE, which shall demonstrate compliance by CLIENT with these insurance requirements.

4.4.2 The CLIENT shall defend, indemnify and hold harmless the VENUE and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the CLIENT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the CLIENT, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the CLIENT, its agents, employees, or

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subcontractors.

4.4.3 In any and all claims against the VENUE or any of its agents or employees by any employee of the CLIENT, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the CLIENT or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

4.5 The VENUE and CLIENT hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

4.6 A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the VENUE not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder, or CLIENT shall forfeit its rights under this Agreement.

5.0 SHIPPING AND STORAGE

5.1 SHIPMENTS: CLIENT shall not direct shipments to VENUE prior to the first set-up day as listed on the face of this Agreement without advance written permission of VENUE. VENUE reserves the right to refuse CLIENT's shipments prior to said date.

5.2 STORAGE: CLIENT assumes all responsibility for any goods or materials which may be placed in storage with VENUE before, during or after event.

5.3 CLIENT PROPERTY: VENUE will accept delivery of property addressed to CLIENT only as a courtesy to CLIENT and CLIENT hereby releases and agrees to hold harmless and indemnify the VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for loss of, or damage to, including, but not limited to destruction of such property in the receipt, handling, care or custody of such property at any time. CLIENT further agrees to indemnify and hold harmless all of the aforesaid indemnifies from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction of such property on the premises of VENUE. Under no circumstances shall the VENUE or any of the aforesaid indemnifies be considered a bailee of such property at any time, for any reason.

6.0 SETTLEMENT

6.1 TICKET RECEIPTS: All ticket receipts will remain under the control of the VENUE or its designated ticket agency until final settlement has been concluded. VENUE will make no advance payments of any portion of ticket receipts to CLIENT under any circumstances.

6.2 SETTLEMENT DATE AND TIME: Settlement shall occur on the final day of this Agreement or no later than thirty (30) days following presentation of the final billing and shall consist of VENUE remittance to CLIENT all ticket office receipts, less VENUE charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this Agreement. If all reimbursable expenses are not known at the time of settlement, the VENUE shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to CLIENT with final settlement statement as soon thereafter as possible. CLIENT waives all rights to that portion of the Ticket Office receipts necessary to pay ACTUAL costs accrued by VENUE. Where no Ticket Office receipts are involved, VENUE shall present to CLIENT a statement of expenses and either: (1) collect payment of expenses beyond sum of advance payments; or (b) return to CLIENT the unused portion of advance payment.

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- 6.3 METHOD OF PAYMENT:** All VENUE payments of ticket proceeds are made by VENUE check. If cash is required as part of the settlement, requests must be made in writing to VENUE at least three (3) working days before the event.
- 6.4 DEDUCTIONS:** CLIENT shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, that VENUE may withhold and pay any taxes collected by it on behalf of CLIENT which VENUE deems its responsibility to collect and pay, including, but not limited to, State Sales Tax.
- 6.5 COPYRIGHTS:** CLIENT will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. CLIENT shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Global Music Rights (GMR), and other similar licenses for the entertainment and/or activity and shall provide (upon request) written proof of licenses to VENUE; failure to provide such proof will be cause for VENUE to collect and make payment of license fees on behalf of CLIENT. CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein from any and all claims, lawsuits, litigation, judgments, costs, royalties or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above.
- 6.6 REGULATIONS AND PERMITS:** CLIENT agrees that CLIENT and all CLIENT's associated staff, crew, artists, agents and clients connected with CLIENT's use of VENUE building and/or grounds shall abide by and conform to all federal, state and local laws, rules and regulations and by all facility rules and regulations as provided by VENUE; and VENUE will require that its agents or employees likewise so comply. CLIENT agrees to acquire and pay for all necessary licenses and permits.
- 6.7 ADA:** CLIENT agrees to abide by and conform to the Americans with Disabilities Act. CLIENT shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the CLIENT's event(s) defined herein.
- 6.8 AGREEMENT TO QUIT PREMISES:** CLIENT agrees to quit premises no later than the end term of this Agreement and further agrees to leave premises in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof only excepted. CLIENT agrees that all materials pertinent to the event which are not in the possession of VENUE will be removed from premises before the expiration date of this Agreement. The VENUE shall be authorized to remove at the expense of the CLIENT all material remaining on the premises on the termination date of this Agreement. CLIENT shall be responsible for payment of storage costs for such materials, and CLIENT agrees VENUE shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision. CLIENT agrees that VENUE will have first lien on such materials for payment of costs accrued for removal and storage.
- 6.9 SHARING STATISTICS WITH TRADE PUBLICATIONS:** It is the desire of VENUE to submit ticket counts and gross box office receipts for all touring non-sporting events and non-family entertainment to Pollstar, Venues Today and any/all other trade publications as VENUE deems necessary. CLIENT must notify VENUE in writing prior to the end of the event if these statistics are not permitted to be published, and in so doing notify VENUE if CLIENT will be submitting these stats to the trades on their own. VENUE may still send the information anonymously at the end of the year as each trade permits.

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7.0 ADVERTISING

- 7.1 LOGO:** The VENUE logo and name must appear in all print event advertising.
- 7.2 HONEST AND TRUE:** CLIENT agrees that all advertising of this event will be honest and true and will include correct information on event times, ticket prices and place of event.
- 7.3 EVENT ADVERTISING:** CLIENT shall provide VENUE with copies of all advertising and media releases relating to the event(s) described herein at least two business days in advance of the placement or release of said materials. CLIENT agrees to discontinue and/or correct any advertising and announcements of the entertainment and/or activity being presented by CLIENT which VENUE determines, in its sole discretion, to be dishonest, misleading, untruthful, containing incomplete information, damaging to the reputation of VENUE or which does not accurately convey the date(s) of such entertainment and/or activity, the type of admission (general or reserved seating) and the correct ticket price(s). VENUE and CLIENT mutually agree to determine the time at which CLIENT'S event will be announced and/or released to the public.
- 7.4 SALES AND USE OF ADVERTISING SPACE:** All advertising space on VENUE premises is the exclusive property of and subject to control by VENUE, and all receipts therefrom shall accrue to VENUE. No advertising by CLIENT shall be permitted, except by prior written permission of VENUE.
- 7.5 ADVERTISING BILLING:** The VENUE will charge CLIENT gross rate less any applicable discount according to the Schedule of User Fees in force on the date of the event covered by this Agreement for advertising placed by VENUE on behalf of CLIENT. The VENUE will not pay for advertising of an event which has been placed directly by CLIENT without prior approval by VENUE and written authorization from CLIENT.
- 7.6 STATEMENT OF EVENT SPONSORSHIP:** The use of VENUE facilities by any organization, individual or group of individuals does not in itself constitute endorsement by VenuWorks, Inc. or City of Cedar Rapids, of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those using VENUE facilities are forbidden to express or imply such endorsement in any of the programs or performances carried on in the facilities or in advertising or promotion associated with such events. A statement of true event sponsorship must appear in all advertisement of this event. The VENUE reserves the right to withhold its name or logo from any advertisement, if used in any way other than for place of event.
- 7.7 OTHER EVENTS:** VENUE reserves the right to distribute to the audience announcements and literature concerning any upcoming attractions.

8.0 BROADCAST RIGHTS

- 8.1** The VENUE reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from the VENUE facility during the term of this agreement. Should the VENUE grant to CLIENT such privilege, VENUE has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

9.0 MEDIA COVERAGE

- 9.1** The VENUE will honor requests from working media and photographers to photograph portions of the CLIENT's event, subject to reasonable and proper restrictions, unless specifically prohibited by the CLIENT.

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9.2 The VENUE reserves the right to use photographs of, and references to, the event, subject to reasonable and proper restrictions, for promotion of VENUE and/or archival purposes.

10.0 PUBLIC SAFETY

10.1 CLIENT shall at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with VENUE to ensure such safety.

10.2 All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities on premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose other than ingress or egress to and from the premises.

10.3 CLIENT agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute hazard to property thereon without the prior approval of VENUE. VENUE shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.

10.4 CLIENT and its invitees are prohibited from bringing firearms of any kind into the VENUE, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

11.0 CANCELLATION

11.1 RIGHT TO CANCEL: VENUE reserves the right to terminate this Agreement for good cause which shall not include subsequent scheduling of a preferred event.

11.1.1 Should CLIENT default in the performance of any of the terms and conditions of this agreement, VENUE at its option may terminate the same.

11.1.2 VENUE reserves the right to cancel this Agreement if it receives evidence that the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at VENUE.

11.1.3 In the event VENUE does terminate this Agreement the CLIENT shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should VENUE exercise said right to terminate this Agreement, CLIENT agrees to forego any and all claims which might arise by reason of the terms of this Agreement and CLIENT shall have no recourse of any kind against VENUE.

11.2 CANCELLATION BY CLIENT: If CLIENT shall cancel for any reason other than those set forth in Section 12.8, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then VENUE shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by VENUE in connection with the event.

11.3 CANCELLATION: In the case of any cancellation of any performance and/or activity, the CLIENT shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by CLIENT as determined by VENUE in its reasonable discretion, VENUE reserves the right

TERMS AND CONDITIONS



to make such announcements at the expense of CLIENT.

12.0 ADHERENCE TO CONTRACT TERMS

- 12.1 ALTERATION:** Any alterations to this agreement must be agreed to and initialed by both parties prior to signing.
- 12.2 RETENTION OF VENUE PRIVILEGES:** Failure of VENUE to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of VENUE's right thereafter to enforce the same strictly.
- 12.3 NON-ASSIGNMENT:** CLIENT will not assign, transfer or subject this Agreement or its right, title or interest therein without VENUE's prior written approval.
- 12.4 SUIT TO ENFORCE:** Should VENUE institute a suit or other action against CLIENT as a result of CLIENT's failure to comply with any terms of this Agreement, VENUE shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.
- 12.5 COURT ACTION:** If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this Agreement. The parties agree that the provisions of this Agreement are to be deemed severable in the event of any judicial determination of partial invalidity.
- 12.6 INTERRUPTIONS AND CANCELLATIONS:** VENUE may without liability refuse to perform any obligation(s) otherwise arising under this Agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of the VENUE or CLIENT with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by VENUE in its sole reasonable discretion.
- 12.7 APPROVAL OF CONTRACT:** It is agreed that this Agreement will not be in force until it has been signed by both parties.
- 12.8 UNAVOIDABLE HAPPENING:** In the event that (a) VENUE or any portion thereof shall be destroyed or damaged by fire or any other cause so as to prevent the use of the premises for the purposes and during the periods specified herein, (b) if the premises cannot be so used because of strikes, acts of God, national emergency or other cause beyond the control of VENUE, then this Agreement shall terminate and the CLIENT hereby waives any claim against VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for damages or compensation by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by VENUE to the CLIENT. This clause shall be invoked at discretion of VENUE.
- 12.9 INDEMNITY:** CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this Agreement arising from any activity undertaken by CLIENT or by VENUE

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or their employees or agents in performance of any terms, conditions, or promises under this Agreement for the use of facilities leased or services obligated hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of VENUE for which VENUE similarly agrees to indemnify CLIENT. No claim or litigation shall be settled without prior written approval of VENUE.

12.10 DISCRETIONARY MATTERS: It is agreed that any matters not expressly incorporated in this Agreement will be at the discretion of VENUE.

12.11 STATE LAW: The validity, construction and effect of this contract shall be governed by the laws of the State of Iowa.

13.0 CIVIL RIGHTS

13.1 CLIENT agrees not to discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

14.0 COMPLETE AGREEMENT

14.1 All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this contract.

Venue Initials_____Date_____

Client Initials_____Date_____

FACILITY RENTAL PACKET



I. GENERAL INFORMATION

GENERAL TERMS

If the main spectator area is rented, there is no additional charge for using the support areas.

VENUE reserves the right to adjust rental rates when doing so is in the best interests of the VENUE and its OWNER.

Daily rental fee includes use of designated space only. Client is charged for all necessary labor, supervision, special equipment and/or utilities

MOVE IN/MOVE OUT/REHEARSALS

Required move-in, move-out and rehearsal days are in addition to daily rental rate for show day(s). Additional rent will not be charged for move-in, set-up, tear-down or rehearsals if those activities occur on the same day(s) of the event.

~~MULTIPLE SHOWS~~

~~Multiple shows on the same day will be charged one-half rate (minimum) against ten percent (10%) of gross receipts after tax, for each additional show.~~

TAX RATE

The sales tax rate for Cedar Rapids, IA is 7%. The VENUE will retain State sales tax from ticket proceeds when our ticket office is utilized and for merchandise sales during those events.

Clients needing temporary sales tax permits for exhibitors or vendors should contact the State Department of Revenue and Finance.

EQUIPMENT RATES

The use of all in-house equipment is included with the rental of the building, with the exception of items listed below. All prices on the following items are based on availability of VENUE inventory. Additional equipment may be rented through local suppliers at prevailing rates. Certain items do not include labor required to set up, take down or operate the equipment. Please contact the Event Manager at least 30 days in advance of your event to determine equipment requirements.

FACILITY RENTAL PACKET



II. EVENT PLANNING

ASSIGNMENT OF DATES

To check availability of dates, call Erik Hudson, Associate Executive Director, at 515.451.6690 or email e.hudson@creventslive.com. If requested, VENUE will place a tentative hold on available date(s).

If VENUE receives an inquiry by another party for those dates that you are holding, we will contact you to confirm your intention to utilize the building on that date. If you intend to use the building and the second party wishes to challenge the date, we would then require you to go to contract and provide a non-refundable deposit within 48 hours. If you are not able or decline to go to contract and provide a deposit within the 48 hours, the second party would go to contract and provide a deposit to secure the date in question. If neither organization contracts, the first organization would then be contacted to ascertain if they wished to retain their hold on the date.

DEPOSITS

First-time clients of VENUE are required to pay a deposit in the full amount of the facility rental plus advertising expenses, due 30 days prior to the start of the event or prior to the start of any advertising campaign, whichever comes first. All deposits are non-refundable.

For repeat clients of VENUE, in good standing, the deposit amount will be one-half of the facility rental amounts, due 90 days prior to the start of the event. All deposits are non-refundable.

VENUE reserves the right to require a deposit in the amount sufficient to cover all costs of production based on the estimated show related expenses prepared by VENUE. This deposit will be in the form of a cashier check or direct wire transfer and may be required at any time prior to the event.

INSURANCE

A certificate of insurance is required 30 days prior to each scheduled event indicating proof of coverage in the amount of \$2,000,000.00. The insurance coverage should begin at the time of event move in and end at the completion of move out.

Additional Insured Language

City of Cedar Rapids; VenuWorks of Cedar Rapids, L.L.C.; and VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an Additional Insured.

Other Mandated Insurance Provisions

- Only insurance companies that are licensed as an admitted carrier in the State of Iowa will be acceptable. They must be rated in the current "Best" key rating guide with an "A-VI" rating or better.
- All insurance policies shall evidence primary coverage and shall not be contributory to any other policy.
- The legal entity entering into the facility lease agreement must be identified as a named insured on the insurance certificate.
- The Client must provide evidence of workers compensation coverage.
- Insurance coverages must name the venue and the additional insureds listed above as additional insureds.
- The venue shall be the certificate holder.
- The Client's property in the building is the responsibility of the Client. The VENUE, VenuWorks, or VENUE OWNER will not insure the Client's property.
- All coverages are required. Example: The Client is not excused from providing auto liability coverage just because they don't plan to use any vehicles.
- Minimum acceptable Limits of Liability are as follows:

FACILITY RENTAL PACKET



All policies must be written on a per occurrence basis as indicated as such on the certificate of insurance. All policies must be written with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. An umbrella policy may be used to achieve these limits of coverage. (Essentially, this means that two separate insurance policies may be used as long as the aggregate limits of coverage are delivered.)

Auto Liability

Owned, non-owned and leased autos - \$1,000,000.

Workers Comp

As evidenced or where limits are directed by the state if it is one of those that are monopolistic with regard to WC.

ESTIMATES

As requested, VENUE will issue a good faith estimate to the Client or authorized Client of any event. The estimate is based upon the information available at the time of the inquiry. A preliminary estimate can be affected by additional requests for staffing, equipment, or technical assistance as well as length of performance. Therefore, it is beneficial to both parties to discuss full details prior to issuing a preliminary estimate. If a technical rider is available for your event, a copy should be forwarded to the VENUE at the earliest possible date.

SETTLEMENT & PAYMENT POLICY

VENUE is capable of settling the expenses from your event in two manners. Settlements may occur a short time after the event through the United States Postal Service or settlement for events where tickets are sold may occur once the event has finished.

ADVERTISING/PUBLICITY/PROMOTION

VENUE has an excellent in-house advertising agency. Services include:

- Coordination of all cash buys by the Marketing Department, utilizing the established contracted media rates exclusive to VENUE.
- Featuring the event on the VENUE Web Site and outdoor marquee.
- Venue email database of subscribers.
- Distribution of press releases detailing event to all media.
- Mailing or faxing of trade letters and corresponding trade agreements (associated expenses- postage, paper, etc. - will be billed at settlement).
- Coordination of all local promotions and publicity for event.

In exchange for the above services, VENUE will receive a fifteen percent (15%) agency commission on all cash buys placed.

Clients choosing not to utilize our in-house advertising agency services to buy their advertising, but wishing to take advantage of the above listed services, would be assessed a fee equaling ten percent (10%) of their total marketing budget.

TICKET OFFICE SERVICE

The VENUE operates a ticket office service on site five days a week and at all ticketed events. All tickets for VENUE events will be printed and handled by the VENUE. Events will be set-up on the Ticketmaster system and sold through said system. The VENUE has retained the services of Ticketmaster for computer ticketing services in the VENUE ticket office; phone orders, online orders and outlets are also contracted with Ticketmaster by the VENUE.

~~Lessee will pay ticket handling of four percent (4%) of gross receipts after sales tax. In addition, Lessee will reimburse VENUE for charge card fees at the prevailing rates. All tickets sold to VENUE events will be subject to a \$3.00 per ticket Public Facility Maintenance Surcharge (PFMS.). Events that do not have ticket sales and are considered free will be subject to a PFMS surcharge equal to twenty five percent (25%) of the daily performance rental charge. PFMS will be considered fees belonging to VENUE and not part of the gross sales of any event.~~

FACILITY RENTAL PACKET



All tickets sold at Ticketmaster outlets, telephones and internet will be subject to convenience charges. Convenience charges will be considered fees belonging to Ticketmaster and not part of the gross sales of any event.

GROUP SALES SERVICES

The Group Sales Services for the VENUE consists of extending group sales to area corporations and other groups. This offer of group sales can be extended via personal telephone calls, facsimile, email and/or flyers. A minimum group discount can also be offered as an incentive for group sales. Group discounts can be directed towards specific performances in multi- performances events or offered in conjunction with specific ticket price(s) for events with a variety of ticket prices.

The VENUE has a well-established in-house database, including targeted mailing lists for a variety of events. These mailing lists may be utilized in the distribution of a group sales flyer. A flyer may be provided by the client, or produced in- house, with all expenses associated with the mailing of the flyer (postage, paper, envelopes, etc.) reimbursed at settlement.

In exchange for any or all of these group sales services, the VENUE will retain a ten percent (10%) commission on all ticket sales made through this service.

MERCHANDISING / NOVELTIES

Novelty items sold at VENUE are subject to the appropriate State of Iowa sales tax, plus the following commissions to the VENUE: 10% on electronic/recorded media and 20% on soft goods if Artist/Lessee sells or 25% if VENUE sells. This would include all material originating from VENUE for resale to the general public; such as commemorative photographs and/or videos. Contact Sean Meloy at the VENUE at s.meloy@creventslive.com or by phone at 319.731.4530 three weeks prior to your event to make arrangements.

III. BUILDING POLICIES

AMERICANS WITH DISABILITIES ACT OF 1990

VENUE strives to provide equal opportunity access to all services and events within the facility. VENUE reserves the right to require Clients to comply with codes pertaining to the American Disabilities Act of 1990 (ADA) including, but not limited to, providing special seating areas, access and services.

BALLOONS

Balloons containing helium or lighter than air products are not allowed inside the facility. Air-filled balloons may be approved by the Event Manager for permanent attachment to authorized displays. If a Client uses balloons for displays, they take full responsibility financially for removing any balloons that break from their tether. The financial responsibility may include the cost associated with rental of a lift capable of reaching the ceiling of the facility and the labor required to completely remove them.

CAMERAS/VIDEO AND AUDIO RECORDING

As a general rule, cameras are not allowed for any events held at VENUE when tickets are sold utilizing the Ticketmaster system or any other show where the Client will not allow cameras. Video and audio recording devices are strictly prohibited. If Client wishes to allow these devices, they must inform the Event Manager well in advance of the event.

DECORATIONS/TAPE/CONFETTI/STICKERS

All decorations must be placed in accordance with the following VENUE regulations:

- No decorations may be displayed in a manner that may cause damage to the facility.
- Prior to taping any decorations or signs to any surface, Client must have permission of VENUE and use tape that is approved by the facility. Generally, masking tape or duct tape are safe for use on non-painted surfaces. No decorations or signs may be taped on painted surfaces. Client is responsible for removing decorations and signage and any tape residue with an approved solvent unless prior arrangements are made.
- No decorations may be placed in any area that blocks public ingress or egress.
- Decorations must not be placed in any area that obstructs the sight lines for a performance.

FACILITY RENTAL PACKET



- Signage may not be attached to or near VENUE permanent signage.

Confetti, sand, glitter, and stickers are difficult to clean up and therefore will require additional clean-up costs if used. The additional clean-up labor will be billed at the current Environmental Services rate (see Section II) with a minimum charge of \$250. VENUE reserves the right to prohibit these items for any event.

DELIVERIES AND MATERIAL STORAGE

Due to limited space and liability, VENUE does not accept deliveries for Client prior to the dates contracted for their event, unless prior arrangements are confirmed with the Event Manager. All deliveries made to the Client during the term of their lease should include the event or Client name and the name of the person the material should be routed to. All freight should be sent to the following address:

Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401
Attn: Linn Mar Graduation

FLAMMABLE MATERIALS

Flammable materials may not be stored within the facility without prior approval from the Event Manager. At no time will Client be allowed to use or store any flammable material in any unsecured public area.

LOST AND FOUND

All lost and found items turned in at VENUE are recorded and kept on file for 30 days at VENUE's Administrative Office. Items may be claimed during office hours 9:00 a.m.-5:00 p.m., Monday through Friday.

FOOD AND BEVERAGE

No food or beverage may be brought into, sold, or distributed in the VENUE without written authorization from VENUE management and approval of Director of Food and Beverage. All on-site, backstage and event catering must be arranged through the Director of Food and Beverage. As the exclusive concession and catering coordinator for the VENUE and based on VENUE and Director of Food and Beverage sole discretion, Director of Food and Beverage reserves the following rights: 1) to determine if concessions will be sold during the event; 2) to determine what concession items will be available for sale; and 3) to determine hours of operation.

PROMOTIONS

Any promotions (i.e. ticket giveaways, discounted tickets, meet and greet, banners, sponsor booths, product giveaways, etc.) must be submitted for approval to VENUE at least 14 days in advance.

PUBLIC SAFETY

VENUE management has the final authority to take whatever action it deems necessary to protect the safety of patrons within the building. This includes, but is not limited to:

- Client will not be allowed to block any aisle or fire exit.
- No material that presents a potential health or fire hazard will be allowed inside the building.
- Client must allow VENUE to make a Public Address announcement if facility management deems it necessary to ensure the safety of a member of or the entire audience (i.e. a request for patrons to return to seats or evacuation, etc.)
- VENUE does not in any way condone body surfing, moshing, or stage diving. Patrons who participate in any of the activities listed above may be subject to ejection. VENUE reserves the final decision on the removal of any patron involved in above activities.

PYROTECHNICS

Any event using pyrotechnic effects must comply with VENUE Fireworks, Pyrotechnics and Flame Effects Procedures and will be required to submit the following to the VENUE Event Manager at least six (6) weeks prior to the event:

- Certificate of Insurance for the display operator with liability limits and additional named insureds as listed in Section III
- Copy of display operator's pyrotechnician license valid for largest classification of effect used

FACILITY RENTAL PACKET



- A detailed effects plot and diagram of the display location
- A listing of effect details (placement, weight of charge, direction, size of effect, MSDS sheets, etc.).
- Copy of City of Cedar Rapids Pyrotechnics Display Permit
- \$100.00 application processing fee

VENUE reserves the right to require a walk-through inspection or full demonstration of effects in the presence of the local Fire Inspector for any pyrotechnic display. Any expense incurred by the Fire Inspector walk through will be charged to settlement.

SIGNAGE/SPONSORSHIPS

All sponsorships and signage related to sponsorships must be approved by VENUE in advance. VENUE will not unreasonably deny any request, but must ensure that sponsorships, promotions, and signage do not conflict with building sponsorship packages or present a danger to patrons.

SMOKING POLICY

By State law, the VENUE is a smoke free facility. Patrons attending an event at VENUE will be directed to an area where smoking is permitted. Client is requested to make sure show personnel, exhibitors, and vendors also respect this policy and smoke only in designated areas.

STAFFING

VENUE reserves the right to set all staffing requirements for events. VENUE will work closely with Client to make sure both the facility and Client's needs are met. VENUE will be the sole provider of all ushers, ticket selling, ticket taking, security, stagehands, maintenance, or any other event related staff unless previous arrangements are made.

TIPPING

VENUE employees are not permitted to accept tips or gratuities in cash, merchandise or tickets.

Facility Initials_____Date_____

Client Initials_____Date_____

TICKET OFFICE RIDER



Facility
Name:

Alliant Energy PowerHouse

- 1.0 **RESPONSIBILITY:** In the handling, control and custody of ticket receipts, whether received through the ticket office or otherwise, VENUE is acting for the accommodation and sole benefit of CLIENT and, as to such receipts, VENUE shall be responsible only for gross neglect or bad faith.
- 2.0 **CONTRACT/DEPOSIT:** Tickets will not be put on sale until after receipt of the signed Facility Use Agreement and any advance rental deposit required by the Agreement has been received.
- 3.0 **TICKETMASTER:** VENUE has a contract with Ticketmaster to provide computerized ticketing service.
- 4.0 **EVENT TICKETS:** Tickets for events occurring in the VENUE must be ordered through VENUE utilizing VENUE's Ticketmaster contract or if applicable, VENUE issued roll tickets. All sales of tickets will be reported through the VENUE's Ticket Office.
 - 4.1 Ticket copy, prices, discounts, date(s) and time(s) and any notification of tickets to be withheld from sale by CLIENT must be submitted to VENUE no less than seven (7) working days before the on-sale date of event.
 - 4.2 CLIENT agrees to sell all tickets at the prices as advertised.
 - 4.3 In no event shall tickets to any concert, entertainment or other use being made of facility by CLIENT be sold or disposed of in excess of seating capacity of the house. CLIENT shall not admit to the facility a greater number of persons than can safely and freely move about and the decision of VENUE management in this respect will be final. CLIENT agrees that any seats with limited or impaired vision or any behind stage seats will be sold, only if limitation is clearly marked. VENUE will have the right to retain a certain number of seats as backup for sound console and problem seat locations.
 - 4.4 CLIENT shall provide VENUE's Ticket Office with written notification of any discount and/or special ticket offer, and supply sample copies of all coupons and/or printed materials relating to the discounts no less than seven (7) business days prior to the on-sale date of the event. CLIENT will provide complete information pertaining to disclaimers, availability of discount seats and necessary identification required no later than forty-eight (48) hours prior to their availability to the general public.
 - 4.5 CLIENT will indicate, to VENUE's Ticket Office, a representative who is authorized to approve requests for complimentary tickets. No requests for complimentary tickets will be processed without the approval of this authorized representative.
- 5.0 **MANNER OF SALE:** VENUE shall offer tickets for sale in the following manner:
 - 5.1 VENUE will provide staff to handle sales in person at VENUE'S Ticket Office during normal business hours during the on-sale period and at the event venue the day(s) of the performance(s). The venue will accept the forms of payment checked below:

- Cash
- Check
- Visa

- MasterCard
- Discover
-

TICKET OFFICE RIDER



- 5.2 Phone sales will be through Ticketmaster phone room, and Visa and MasterCard will be accepted.
- 5.3 Outlet sales will be through Ticketmaster outlets.
- 5.4 All tickets sold for the engagement covered by the terms of this Agreement are subject to convenience surcharges. Convenience surcharges will be considered as monies due to Ticketmaster over which CLIENT has no claim.
- ~~5.5 All tickets sold for the engagement covered by the terms of this Agreement shall be subject to a \$3.00 per ticket facility fee. This facility fee is considered a fee belonging to VENUE and no part of the gross sales of this event(s). The facility fee shall be considered as monies due to VENUE and shall not be considered as part of the ticket price and over which CLIENT shall have no claim.~~
- 5.6 VENUE'S Ticket Office will provide, at settlement, a manifest indicating total inventory of tickets that were available for sale and a statement listing tickets sold, discounted tickets sold and complimentary tickets processed.
- 6.0 **TICKET REFUNDS:** VENUE retains the right to make determination of ticket refunds for cause in keeping with VENUE policy of retaining public faith. Cause for refunds shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of equipment; postponement or change of date or time; or failure of advertised act to show or to go on stage within a reasonable time of schedule provided by CLIENT.
- 7.0 **EMPOWERMENT:** VENUE shall have the first lien against ticket office receipts and all property of CLIENT upon the premises of VENUE for all unpaid rental fees, reimbursable expenses and appropriate taxes due to the event covered by this Agreement. VENUE is empowered to withhold from ticket office receipts for all such items, and if such funds are not available at the conclusion of the event, to impound CLIENT property. Should such unpaid charges remain unpaid, VENUE shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.
- 8.0 **TICKET OFFICE CONTROL:** VENUE shall, at all times, maintain control and direction of ticket office, ticket personnel and ticket sales revenue until settlement. Only employees under the direct control and supervision of VENUE shall be permitted use of VENUE'S Ticket Office facilities or otherwise be engaged as admissions control personnel.
- 9.0 **TICKET COUNTS:** VENUE'S Ticket Office will provide ticket counts for CLIENT daily or as needed during Ticket Office business hours.
- 10.0 **SERVICE FEES:** Fees for Ticket Office service will be consistent with the Facility Rental Packet Fees in effect on the date of the event covered by this Agreement.
- 11.0 **CANCELLATION:** In the event that the event(s) covered by this Agreement is/are canceled, CLIENT shall permit VENUE to reimburse any amount due ticket holders. CLIENT shall pay VENUE the computer set-up fee plus the ticket handling charge on tickets sold up to the time of cancellation as compensation for the task of refunding tickets to the canceled event.
- 12.0 **TICKET OFFICE ACCESSIBILITY:** CLIENT grants ticket office access only to employees of VENUE approved prior to the event. The public and event personnel shall not be permitted access to such space.

Facility Initials_____Date_____

Client Initials_____Date_____

COVID-19 ADDENDUM



Linn Mar Graduation

05/28/23

05/26/24

05/25/25

Licensee acknowledges that the COVID-19 pandemic is an ongoing and unpredictable public health emergency, which could impact the licensed premises.

Regardless of public proclamation, operation of the licensed premises is governed by the policies and guidance issued by VenuWorks, the venue's Owner and/or any of a number of governmental agencies having legitimate legal jurisdiction over the licenses premises. Licensee recognizes and acknowledges that the venue operator will not willfully disregard the operating directives issued by any of the aforementioned and directives may be inconsistent with the Licensee's understanding based upon information distributed by other sources. Decisions as to whether licensed premises are available with respect to health and COVID-19 issues are at the sole discretion of the Owner in cooperation with local governing authorities including but not limited to the Iowa Department of Public Health, and/or the Linn County Public Health Department.

Should unforeseen impacts of the COVID-19 pandemic prevent Operator from performing its obligations under this agreement, the Licensee's obligation to pay the license fee and to perform other obligations under this agreement shall be excused and the Licensee's sole remedy shall be a refund of the license fee. The Licensee thus assumes all risks of such impacts in entering this agreement and hereby releases and waives any claims against the Operator for any losses, costs, or incidental and consequential damages sustained or incurred by the Licensee as a result of COVID-19 related closures or delays.

By: _____
(VENUE)

By: _____
(CLIENT)

Date: _____

Date: _____