

February 12th, 2019

**Cedar Falls High School
Attn: Jackie Underwood
1015 Division St.
Cedar Falls, Iowa 50613**

Dear **Mrs. Underwood**,

Enclosed please find the Lease Agreement and Memorandum of Services for the **Cedar Falls Graduation Ceremony** to be held in the **McLeod Center on Sunday, May 26th, 2019**. Please sign both copies of these contracts, including the Use of Facilities Agreement and the Memorandum of Services, and return one set to our office to:

UNI-Dome Operations
Attn: Event Contract,
SW Upper Offices, McLeod Center,
Cedar Falls, IA 50614-0312.

You can scan/email to me at brooke.c-sidebotham@uni.edu or fax to 319-273-5966.

Please pay particular attention to paragraph #10 regarding insurance requirements, which must be satisfied. Specifically, the University of Northern Iowa, State Board of Regents, and the State of Iowa must be named as additional insured or contractual insurance must be indicated on the certificate of insurance.

We are looking forward to working with you.

Sincerely,



**Brooke Croshier-Sidebotham
Assistant Athletic Director for Facilities**

Enclosures

UNIVERSITY OF NORTHERN IOWA
McLeod Center
USE OF FACILITIES AGREEMENT

THIS AGREEMENT made and entered into this **12th** day of **February, 2019** between the University of Northern Iowa (hereinafter "University") and **Cedar Falls High School** (hereinafter "Licensee").

1. Licensee is responsible for compliance with Federal and State laws, regulations, and rulings, and University rules and policies, including (but not limited to) Equal Employment Opportunity, Regents Rules of Personal Conduct, smoking restrictions, and parking regulations. Licensee is also responsible for obtaining and compliance with all necessary permits, and payment of any taxes or other fees arising out of its activities and/or use of facilities.
2. Licensee contracts for the use of University's facilities during the period beginning at **8 o'clock AM** on the **26th** day of **May, 2019** and terminating at **6 o'clock PM** on the **26th** day of **May, 2019** in accordance with details on the attached Memorandum of Services.
3. Licensee agrees to pay University the total sum calculated from the listing of room/facility rental, room/facility maintenance fees, and technical fees together with charges for any other goods or services provided, all as detailed on the Memorandum of Services. Such amount shall be paid as follows: A deposit of **\$0** upon execution of this Agreement, and the balance on or before the **28th** day of **June 2018**. Changes will be made to the bill in accordance with goods and services provided.
4. Cancellation of this Agreement by Licensee received after **30** days prior to the date of facilities use shall result in forfeiture to University of any deposit plus the obligation to pay to the University its direct expenditures attributable to the arrangements for the event covered. Cancellation of this Agreement by Licensee at any other time will result in forfeiture of so much of the deposit as will cover any direct expenditure attributable to the arrangements for the event covered.
5. Licensee shall not sell, assign, transfer, or sublet this Agreement or any portion of the facility without the prior written consent of University.
6. Licensee shall not cause nor permit anything to be done to damage, injure, mar, or deface the premises. Licensee agrees to surrender the premises to University in the same condition as at the commencement of occupancy, ordinary wear and use expected. Any property brought onto University property in connection with the event, including any installed special equipment or supplies, shall be removed from University property within the 24-hour period immediately after completion of the scheduled event; if any such property is not removed within that time, University may remove, store, dispose of, or destroy the property and charge the expense thereof to Licensee as an additional cost for use of the premises. Licensee releases University from any and all claims for damage to or loss of such property and shall defend and indemnify University against any claim for damage to or loss of such property by a third party.
7. University reserves the right to all concessions, including, but not limited to, sales of soft drinks, candies, other merchandise, food, beer, liquor, and any other refreshments, and these concessions shall at all times be under the exclusive charge and control of University or its agents/vendors.
8. University and its employees and agents shall have the right at any time to enter said premises.
9. Licensee agrees to indemnify, defend, and hold harmless University, the Board of Regents/State of Iowa, and the State of Iowa, and their employees and agents, from and against any and all actions or causes of actions, claims, demands, liabilities, loss, damage, injury, cost, or expense of whatever kind or nature, for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of or in connection with or to the use

of University premises or this Agreement. Notwithstanding any of the foregoing, Licensee shall not be obligated to hold harmless, defend, or indemnify University from and against any claim, loss, cost, or liability proximately caused by the sole negligence of University.

10. Licensee shall obtain a comprehensive general liability insurance policy or personal liability insurance policy, at its sole expense, which provides coverage for the University, the Board of Regents/State of Iowa, the State of Iowa, and their employees and agents. The policy shall be written on an "occurrence" (not "claims made") basis and shall include Products Hazard coverage and a Broad Form General Liability inclusion or equivalent. The policy shall have a minimum combined single limit of \$1,000,000 (for bodily injury and/or property damage). The minimum amount of insurance coverage required under this Agreement may be adjusted as determined by University. The University of Northern Iowa, the Board of Regents/State of Iowa, the State of Iowa, and their employees and agents, shall be named as "Additional Insured" on the comprehensive general liability insurance policy. In addition, the insurance policy shall obligate the carrying company to give the University written notice ten (10) days in advance of any reduction in the amounts of liability coverage, cancellation of the policy, or other changes.

The insurance policy shall be issued by a financially responsible insurer lawfully authorized to do business in the State of Iowa. The insurer must be approved by University. University will notify Licensee of University approval or disapproval within ten (10) days of receiving notice of the identity of the insurer from Licensee.

Licensee must file with University, not less than ten (10) days prior to Licensee's use of the University facilities, a standard certificate of insurance or evidence of insurance evidencing that the insurance policy will be in full force and effect during the period of use of the facilities.

The University, at its option, may waive or adjust any requirements as to insurance. Any such waiver or adjustment must be in writing and signed by University.

11. If the premises or any portion of the building during the term of this lease is damaged by the act, default, or negligence of the Licensee or the Licensee's agents, employees, patrons, guest, or any person admitted to said premises by the Licensee, Licensee will pay to the University, upon demand, such sum as shall be necessary to restore said premises to their present condition. Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to the premises by the consent of the Licensee or by or with consent of any person acting for or on behalf of Licensee, and Licensee agrees to have on hand at all times sufficient staff to maintain order and protect persons and property.
12. University reserves the right to eject any objectionable person or persons from said premises and, upon the exercise of this authority through University authorized agents or employees, the Licensee hereby waives any right and all claim for damages.
13. Licensee shall not do or permit to be done anything in or upon any portion of the premises or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the premises or on property kept therein.
14. University shall not be responsible for any damage, loss, or injury that may happen to the Licensee or the Licensee's agents, servants, employees, patrons, guests, or property, from any cause whatever prior, during, or subsequent to the period covered by this Agreement; and the said Licensee hereby expressly releases University from and agrees to indemnify, defend, and hold harmless University against any and all claims for such loss, damage, or injury.
15. University shall not be liable and Licensee shall hold University harmless if any or all of the facility cannot be used pursuant to this Agreement due to circumstances beyond University's control, an Act

of God, etc. In such a case, as determined by University, University shall use its best efforts to determine and provide a reasonable alternate facility and/or dates.

16. The terms, conditions, and provisions of the Memorandum of Services are incorporated into this Agreement just as if they were stated above.
17. University reserves the right to terminate this Agreement at its sole discretion. If University terminates this Agreement for a reason other than (1) Licensee's breach of a provision of this Agreement or (2) as otherwise reflected in this Agreement (e.g., see above), University's sole liability, if any, shall be for actual costs incurred up to the date of Licensee's receipt of notice of termination; no loss of profits or other damages shall be recoverable against University.
18. No waiver of any part of this Agreement, failure to insist on strict compliance with any part of this Agreement, or failure to seek redress for any breach or default of any part of this Agreement shall constitute a waiver or excuse for any subsequent or continuous breach or default. Any action by either party that is not required under this Agreement will not be deemed to impose an obligation on that party to do any such act or thing in the future or in any way to change or alter any provision of this Agreement.
19. If any part of this Agreement is held invalid or unenforceable, the remaining portions shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereto; it may not be amended except in writing and signed by both parties. This Agreement is not effective until it has been approved and signed by University.
20. Any notice required under this Agreement must be sent or delivered as follows:

Licensee name and address:
Mr. Jason Wedgbury, Cedar Falls High School 1015 Division St. Cedar Falls, Iowa 50613

University representative name and address:
Brooke Croshier-Sidebotham, Assistant Athletic Director for Facilities, SW Upper McLeod Center, Cedar Falls, IA 50614-0312.
21. This Agreement must be signed and returned to the University in order to guarantee the reservation and services requested.
22. If University handles, controls, has custody, or keeps any receipts or funds, whether the same are received through the box office or otherwise, University is acting for the accommodation and sole benefit of Licensee and, as to such receipts or funds, University shall be responsible only for gross neglect or bad faith.
23. Licensee agrees not to admit to the facility a larger number of persons than can safely or freely move about the premises, or which will unreasonably interfere with the concession activities of the University. Licensee further agrees that proper and adequate passage space will be maintained in passageways at all times.
24. Unless otherwise indicated in writing, negotiation and ownership of any radio or television rights shall at all times be under the exclusive control of University.
25. All logos, symbols, designs, and words associated with the University are trademarks owned by the University. Use of University trademarks must be under license or written authorization from the University's licensing administrator. Licensee shall not represent in any advertising or publicity materials that its activity under this Agreement is sanctioned or sponsored by University.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized agents on the day and year first above written.

Licensee

University Representative

Date

Date

MEMORANDUM OF SERVICES

Today's Date: **February 12, 2019**

Sponsoring Agency: **Cedar Falls High School**

Event Name: **Cedar Falls High School Graduation**

Contact Person: **Jackie Underwood**

Event Date(s): **May 26th, 2019**

Phone Number: **319-533-2502**

Miscellaneous Information: Facility contact: Kyle Steinacher, ph. 319-273-7050, kyle.steinacher@uni.edu

Rent for Facility: **\$1,800.00**

Other:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Stage Laborers | <input checked="" type="checkbox"/> Security (Inside & Out) | <input checked="" type="checkbox"/> 8% Overhead |
| <input checked="" type="checkbox"/> Custodians | <input type="checkbox"/> Ticket Handlers | <input checked="" type="checkbox"/> 3 rd Party Rented Equipment |
| <input checked="" type="checkbox"/> Sound Controllers | <input checked="" type="checkbox"/> Ushers (\$10/her if needed) | <input type="checkbox"/> Police Protection |
| <input checked="" type="checkbox"/> Misc. House Laborers | <input type="checkbox"/> Paramedics | <input checked="" type="checkbox"/> Equipment |
| <input checked="" type="checkbox"/> Traffic Controllers | <input checked="" type="checkbox"/> Cleaning | <input checked="" type="checkbox"/> Supervisor (\$15.00/hr) |

☒ Full-time staffing costs - with 8% of the total expenses (not including rent) added to the total expenses.

Additional Provisions: Licensee agrees to assume all expenses incurred, in addition to those specifically noted above in staging of this event. Set-up, Rehearsals, and access time for event to be coordinated with and by UNI Events Complex officials. Paramedics scheduled from 1:30pm to 3:30pm per CFHS request.

Licensee's Signature

UNI-Dome Representative
SW Upper McLeod Center
Cedar Falls, IA, 50614-0312

Date

Date