

*If this contract meets with your approval, please sign and return as soon as possible.*

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Des Moines Area Community College (hereinafter "DMACC") And (Name of Organization or Person) \_\_\_\_\_

(hereinafter "Permittee") hereby agree that DMACC facilities specified below shall be made available to Permittee on the following terms:

**GENERAL INFORMATION**

Event: \_\_\_\_\_ Date of Event: \_\_\_\_\_  
 Description of Event: \_\_\_\_\_  
 Name of Sponsor: \_\_\_\_\_ Probable Attendance: \_\_\_\_\_  
 Permittee Contact Person (Name & Title) \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

**FACILITIES AND CHARGES**

Rooms/Facilities Required for Event:	Dates & Times	Estimated Fees:	Actual Fees:
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

**SPECIAL INSTRUCTIONS:**

\_\_\_\_\_  
 \_\_\_\_\_

**Food Service Requirements (Food served in cafeteria only):**

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Parking:**

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Special Services:**

- Security \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_
- Special \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_
- Custodial \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_
- Mechanical Maint. \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_
- Movers \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_
- Brochures/maps/signs/etc. \$ \_\_\_\_\_

**Special Equipment:**

\_\_\_\_\_ Labor \_\_\_\_\_ hrs. @ \$ \_\_\_\_\_  
 Total Special Services & Equipment: \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED CHARGES**

(ACTUAL CHARGES WILL BE BILLED FOLLOWING THE EVENT) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**OTHER TERMS AND CONDITIONS**

DMACC and Permittee specifically acknowledge and agree that the general terms and conditions appearing on the reverse of this page shall govern this agreement.

**CERTIFICATION**

I, the undersigned, hereby certify that I am the Permittee or the duly authorized representative of the Permittee, with full authority to execute this agreement. I hereby expressly agree, individually and on behalf of Permittee, to indemnify, defend and forever hold harmless DMACC, its officers, Board Members, employees and agents, individually and collectively, from any and all injuries, claims or damages which may arise, directly or indirectly, out of Permittee's use of DMACC facilities.

\_\_\_\_\_  
 Signature of Permittee

\_\_\_\_\_  
 Signature of DMACC Representative

# GENERAL TERMS AND CONDITIONS GOVERNING THE USE OF DMACC FACILITIES

1. As a public institution, DMACC welcomes the opportunity to provide space for all reasonable non-commercial use to the general public. However, the educational mission of DMACC must always be DMACC's first priority. Permittee acknowledges that DMACC retains the right to alter or cancel this agreement without penalty at any time if necessary to fulfill DMACC's overall educational mission or for other good cause. Use of DMACC facilities is governed by Policies and Procedures in effect on the date of use, including but not limited to Policies 2009, 2014, and 6020 and such other Policies and Procedures as may from time to time be adopted.
2. Charges will be made for room usage in accordance with current DMACC Procedures and for required security, mechanical maintenance, custodial or other service staff.
3. Permittee is authorized to use only that part of DMACC facilities identified in this agreement. Other classrooms, storerooms, offices or facilities may not be used by Permittee without specific written authorization from DMACC. Furniture may only be arranged by DMACC's maintenance staff with instructions received five (5) working days prior to the event, and Permittee agrees to pay the costs of rearranging the furniture to meet permittee's needs and the costs of returning the furniture to its original configuration to meet DMACC's needs.
4. Parking is permitted only in Lot L (map enclosed) between the hours of 7:30 a.m. and 3:00 p.m., Monday through Friday. During other hours, parking may be permitted in other lots, subject to written agreement.
5. If the event involves minors, ample adult supervision will be provided by Permittee at all times, consisting of not less than one (1) responsible adult supervisor for every fifteen (15) minors.
6. Smoking is not permitted in any DMACC building or facility.
7. All food and beverages shall be obtained from DMACC; beer or wine may be served only with the prior written approval of the President of DMACC in accordance with DMACC Policy and Procedure.
8. All facility related services must be requested by Permittee and performed by DMACC staff.
9. Gambling of any kind is prohibited on DMACC property.
10. All persons shall conduct themselves at all times in accordance with all local, state, and federal laws, and all commonly accepted standards of safety and general behavior. Advertising, except that which is incidental to the event and the sale of merchandise, printed matter, or other material, is forbidden without specific written approval of DMACC. Such requests shall be directed to the Vice President of Business Services.
11. DMACC reserves the right to require Permittee to furnish additional information deemed necessary by DMACC officials to provide a reasonable basis for determining that Permittee's intended use of DMACC property is consistent with DMACC's educational mission, DMACC's Policies and Procedures, and the law.
12. Permittee shall be financially responsible for any and all damage to or theft or loss of DMACC property associated with Permittee's use, other than normal wear.
13. The event shall terminate no later than 10:00 p.m., and all DMACC buildings will be vacated by 10:30 p.m.
14. Permittee shall furnish a certificate of insurance, when requested, providing liability coverage amounts of not less than \$500,000/\$500,000 bodily injury and \$500,000 property damage, and showing DMACC as an additional insured.
15. DMACC and Permittee shall not discriminate against any person on the basis of race, color, creed, sex, national origin, religion, age, disability or Vietnam era veteran status.