Policy for Facility Use and Rental

Kirkwood Community College encourages use of college facilities by the community and internal groups. This policy outlines usage guidelines:

- College sponsored activities have first priority.
- Organizations cannot use Kirkwood facilities to provide education and training services deemed in competition with Kirkwood offerings.
- Organizations cannot rent outdoor space for commercial purposes.
- Internal departments will not be charged for room usage except in the following locations: CTRC, KCCE, and KTOS. These facilities will charge internal space users at the non-profit rate. This policy allows the college to maximize the rental income in facilities which were designed to provide a revenue stream to the college. This revenue stream supports the general operating budget of the college for all programs.
- Only the president can waive room rental and catering agreement fees. All requests for a waived fee must be made through the requestor’s cabinet member.
  - Unless waived by the president, external rates will apply to all groups even if the group contains a Kirkwood employee.
  - Kirkwood Community College welcomes our local K-12 partners to use many college facilities free of charge when space is available.
    - The only spaces that require payment for K-12, school-sponsored events are Kirkwood Center for Continuing Education (KCCE), Kirkwood Training and Outreach Services (KTOS), and Community Training and Response Center (CTRC). KCCE and KTOS were built to serve as revenue generating facilities for the college. The Recreation Center is normally not available for usage by outside groups; exceptions to this rule are handled on a case-by-case basis.
    - The first place to start for most meeting needs would be Iowa Hall. It has flexible and comfortable space for both small and large groups. If Iowa Hall does not fit your needs we can explore other college options.
  - Contact is Heather Mell at KCCE.
- All room usage will be billed through Business Services. The appropriate scheduler will forward all billing information and a completed General Terms and Conditions agreement (Appendix C) to Cathy Encke within two days of the event.
- Rooms are available for rental unless the college is closed. (Note: KTOS, CTRC, KCCE, Ballantyne Auditorium and Iowa Equestrian Center will remain open on weather-related delays and cancellations, except in extreme cases.)
- All college facilities will operate under the stated policy but facilities outside of Linn County will be coordinated on site and not screened through KCCE.
- Department schedulers will maintain file with appropriate Appendix B or C agreement for the fiscal year.

Process

1. All external requests (non-Kirkwood) should be directed to KCCE Center Office Associate (Heather Mell 398-7630). The first priority will be to schedule external customers into space at KCCE, KTOS, CTRC, or Ballantyne Auditorium. If the external customer prefers other space, the appropriate department scheduler for the spaces below will be assigned to work with the customer. (Note: The Recreation Center is generally not scheduled for events.)
   a. KCCE
b. KTOS

c. CTRC

d. Athletic Facilities (Johnson Hall/Ball Fields/Walking Track/Basketball Court)

e. Ballantyne

f. Iowa Hall

g. Instructional Spaces such as classrooms

2. All internal requests should be directed to the department scheduler for the desired space (see attached list in Appendix A). If you need help identifying the most appropriate space, Amy Ashlock will assist.

3. All ICN requests should be directed to Distance Learning/KTS Department Coordinator (Jan Robertson 398-5452).
Proposed Facility Scheduling Process

External

Heather Mell

All external organizations inquiring about facility options and prices will be directed to the KCCE Center Director. The KCCE Center Director screens the request and then forwards the inquiry to the lead scheduler in the following departments. The County Centers are often contacted directly and currently adhere to similar terms and conditions and rental agreements. The facility rental agreement will be used with rental clients (see Appendix B).

KCCE

KTOS

Athletics

CTRC/ETC

Ballantyne & Iowa Hall

Internal

Amy Ashlock

All internal KCC requests for meetings, retreats, programs, etc. will be screened for the best fit and directed to the lead facility scheduler. If an external group wishes to use one of these spaces, the terms and conditions sheet would be used with the rental client (see Appendix C).

Instructional Spaces

Ballantyne & Iowa Hall

Foundation Conference Rm

Financial Aid Conference Rm

Human Res Conference Rm

Student Life

Student Development

Board Room

*Recreation Center is generally not scheduled for events or classes.
Facility Rental Pricing Guide
November 2008
Week Day (Monday through Friday)
Weekend (Saturday and Sunday)

Iowa Hall Classrooms
  Week Day
  Non-Profit Half Day: $30
  Non-Profit Full Day: $50
  Profit Half Day: $50
  Profit Full Day: $100

  Weekend
  Non-Profit Half Day: $90
  Non-Profit Full Day: $150
  Profit Half Day: $270
  Profit Full Day: $450

Iowa Hall West Dining Room
  Week Day
  Non-Profit Half Day: $200
  Non-Profit Full Day: $300
  Profit Half Day: $300
  Profit Full Day: $400

  Weekend
  Non-Profit Half Day: $350
  Non-Profit Full Day: $450
  Profit Half Day: $450
  Profit Full Day: $600

All Instructional Classrooms
  Week Day
  Non-Profit Half Day: $30
  Non-Profit Full Day: $50
  Profit Half Day: $50
  Profit Full Day: $100

  Weekend
  Non-Profit Half Day: $75
  Non-Profit Full Day: $150
  Profit Half Day: $175
  Profit Full Day: $250

Cedar Hall Rooms 234 & 343
  Week Day
  Non-Profit Half Day: $40
  Non-Profit Full Day: $75
  Profit Half Day: $75
  Profit Full Day: $150

  Weekend
  Non-Profit Half Day: $90
  Non-Profit Full Day: $150
  Profit Half Day: $270
  Profit Full Day: $450
**Ballantyne Auditorium**

**Week Day**
- Non-Profit Half Day: $125
- Non-Profit Full Day: $250
- Profit Half Day: $300
- Profit Full Day: $500

**Weekend**
- Non-Profit Half Day: $150
- Non-Profit Full Day: $300
- Profit Half Day: $450
- Profit Full Day: $750

**Johnson Hall**

**Week Day**
- Non-Profit: $20/hour
- Profit: $40/hour

**Weekends**
- Non-Profit: $30/hour
- Profit: $60/hour

**Athletic Fields**

**Softball/Baseball Diamonds**
The same rates will apply for the diamonds as stated above. In addition, a $25.00 maintenance cost for field preparation will be assessed, plus $8.50 per hour for anything over three hours. User must pay for any supplies needed to prepare diamonds.

**Soccer Fields, Tennis Courts, Outdoor Basketball Court, Sand Volleyball Court, Outdoor Walking/Jogging Track**
The same rates will apply for these facilities as stated above. In addition if additional field preparation (lining fields, etc.) is required a $25.00 maintenance cost per event will be assessed.

**ICN Rooms**
- Hourly rate of $12.50/hour

**Tippie Beef Education Center**
- Fixed rate of $1,000/day

**County Centers**
- Off-campus space is charged at the same rate as instructional space.
Tier 1 Facility Rental Pricing (Monday – Friday)
Standard Rates for Business and Industry Guests

<table>
<thead>
<tr>
<th>Space</th>
<th>Full Day (up to 8 hours)</th>
<th>Half Day (4 hours or less)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Conference Center</td>
<td>$1,000</td>
<td>$700</td>
</tr>
<tr>
<td>Two-Thirds Conf Center</td>
<td>$800</td>
<td>$575</td>
</tr>
<tr>
<td>One-Third Conf Center</td>
<td>$300</td>
<td>$225</td>
</tr>
<tr>
<td>Business and Event Center</td>
<td>$500</td>
<td>$350</td>
</tr>
<tr>
<td>Conference Suite Room</td>
<td>$200</td>
<td>$150</td>
</tr>
<tr>
<td>Classroom</td>
<td>$150</td>
<td>$125</td>
</tr>
<tr>
<td>Computer Lab</td>
<td>$400</td>
<td>$200</td>
</tr>
<tr>
<td>Lobby</td>
<td>$400</td>
<td>$280</td>
</tr>
</tbody>
</table>

Rates include built-in audio visual package including lectern, computer and laptop port, document camera, VCR, DVD player, wireless microphone and sound system. Other meeting amenities will be charged separately.

Tier 1 Facility Rental Pricing (Saturday, Sunday)
Standard Rates for Business and Industry Guests

<table>
<thead>
<tr>
<th>Space</th>
<th>Full Day (up to 8 hours)</th>
<th>Half Day (4 hours or less)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Conference Center</td>
<td>$1,500</td>
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<tr>
<td>Two-Thirds Conf Center</td>
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<td>$850</td>
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<tr>
<td>One-Third Conf Center</td>
<td>$450</td>
<td>$325</td>
</tr>
<tr>
<td>Business and Event Center</td>
<td>$750</td>
<td>$525</td>
</tr>
<tr>
<td>Conference Suite Room</td>
<td>$300</td>
<td>$225</td>
</tr>
<tr>
<td>Classroom</td>
<td>$225</td>
<td>$175</td>
</tr>
<tr>
<td>Computer Lab</td>
<td>$600</td>
<td>$300</td>
</tr>
<tr>
<td>Lobby</td>
<td>$600</td>
<td>$400</td>
</tr>
</tbody>
</table>

Rates include built-in audio visual package including lectern, computer and laptop port, document camera, VCR, DVD player, wireless microphone and sound system. Other meeting amenities will be charged separately.
## Tier 2 Facility Rental Pricing (Monday – Friday)
### Partner Rates for Not-For-Profit Organizations and Kirkwood Partners

<table>
<thead>
<tr>
<th>Space</th>
<th>Full Day (up to 8 hours)</th>
<th>Half Day (4 hours or less)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Conference Center</td>
<td>$700</td>
<td>$500</td>
</tr>
<tr>
<td>Two-Thirds Conf Center</td>
<td>$575</td>
<td>$400</td>
</tr>
<tr>
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<td>$150</td>
</tr>
<tr>
<td>Business and Event Center</td>
<td>$350</td>
<td>$250</td>
</tr>
<tr>
<td>Conference Suite Room</td>
<td>$150</td>
<td>$100</td>
</tr>
<tr>
<td>Classroom</td>
<td>$100</td>
<td>$80</td>
</tr>
<tr>
<td>Computer Lab</td>
<td>$250</td>
<td>$150</td>
</tr>
<tr>
<td>Lobby</td>
<td>$280</td>
<td>$195</td>
</tr>
</tbody>
</table>

Rates include built-in audio visual package including lectern, computer and laptop port, document camera, VCR, DVD player, wireless microphone and sound system. Other meeting amenities will be charged separately.

## Tier 2 Facility Rental Pricing (Saturday, Sunday)
### Partner Rates for Not-For-Profit Organizations and Kirkwood Partners

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
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<td>$1,000</td>
<td>$700</td>
</tr>
<tr>
<td>Two-Thirds Conf Center</td>
<td>$875</td>
<td>$600</td>
</tr>
<tr>
<td>One-Third Conf Center</td>
<td>$300</td>
<td>$225</td>
</tr>
<tr>
<td>Business and Event Center</td>
<td>$525</td>
<td>$375</td>
</tr>
<tr>
<td>Conference Suite Room</td>
<td>$200</td>
<td>$150</td>
</tr>
<tr>
<td>Classroom</td>
<td>$175</td>
<td>$125</td>
</tr>
<tr>
<td>Computer Lab</td>
<td>$400</td>
<td>$200</td>
</tr>
<tr>
<td>Lobby</td>
<td>$400</td>
<td>$280</td>
</tr>
</tbody>
</table>

Rates include built-in audio visual package including lectern, computer and laptop port, document camera, VCR, DVD player, wireless microphone and sound system. Other meeting amenities will be charged separately.
<table>
<thead>
<tr>
<th>Space</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simulation Center with Technician</td>
<td>$75 per hour per room*</td>
</tr>
<tr>
<td>Simulation Center with Technician and Simulation Facilitator*</td>
<td>$150 per hour per room</td>
</tr>
<tr>
<td>Debrief Session</td>
<td>$50 per session</td>
</tr>
<tr>
<td>Scenario Development**</td>
<td>$100 for 20 minute scenario</td>
</tr>
<tr>
<td>Task Training Lab</td>
<td>$50 per hour</td>
</tr>
<tr>
<td>Recording of Event***</td>
<td>$10 per session per room</td>
</tr>
<tr>
<td>On Site Training</td>
<td>Call for pricing</td>
</tr>
<tr>
<td>Multi-day events</td>
<td>Call for pricing</td>
</tr>
</tbody>
</table>

*use of simulation room includes use of observation room and setup/tear down
**customized day long training available by quote
***DVD for customer
Appendix A

Department Schedulers

Amy Ashlock
Personal Development

Cathy Boardman
Any Time/Any Where

Janie Gautier/Lana Bendixsen
Economics
Geography
History
Interdisciplinary
Political Science
Psychology
Sociology

Angie Gillis/Andrea Clark
Architecture Technology
Automotive Collision
Automotive Technology
CAD/Mechanical Engineering Technology
Carpentry
CNC Machining Technology
Construction Management
Diesel Truck Technology
Electronic Engineering Technology
Entry-Level Firefighter
Fire Science Management
Graphic Communication Technology
HVAC Installer
Industrial Maintenance & HVAC Technology
Masonry Construction
Plumbing Technology
Telecommunications Technology
Welding

Jan Reiff
Art
Communication (Speech)
Dance
Drama
Foreign Language
Humanities
Music
Philosophy/Religion
Photography
Appendix A

Jan Robertson/Julie Toomsen
KTS
ICN

Brooke Majerus/Tanya Scott
Dental Assisting
Dental Hygiene
Dental Technology
Health Information Technology
Medical Coding
Medical Transcription
Electroneurodiagnostic Technology
Medical Assisting
Nursing
Occupational Therapy Assistant
Physical Therapy Assistant
Surgical Technology
Radiologic Technology Degree Completion
Medical Laboratory Technology
High School Health Science Academy

Shelley Milks/Mary Broders/Michelle Kruse
Accounting
Apparel Merchandising
Banking
Career Development
Hospitality
Human Relations
Information Technology
Interior Design
Law
Management
Marketing

LuElla Koopman/Kathy Visser
Agriculture Business
Agricultural GPS/GIS Technology
Agricultural Production Management
Horse Science Technology
Veterinary Assistant & Pet Grooming/Pet Shop Management
Veterinary Technician
Floral Careers
Horticulture Common Courses
Horticulture – Golf Course and Turfgrass Management
Horticulture – Landscape, Nursery and Garden Center Mangement
Horticulture – Parks & Natural Resources
Appendix A

Lorna Trachta/Mary Boulet
Communication (Writing)
Literature
ESL Classes

Pat Albaugh
Learning Services

Pat Matthes
Computer Science
Engineering
Mathematics

Physical Education
Science

Sue Robinson
Diesel Ag Technology

Damien Blair
Communication Media/PR
Criminal Justice
Disabilities Services Careers
Early Childhood Ed
Education Careers
Human Services
Legal Assistant/Paralegal
Service Learning
Sign Language Interpreter Training

Carol Glandorf
Library

Off-Campus Associates
Jane Lawrence- Monticello Center
Judy Stahl- Williamsburg Center
Janice Wilson- Tipton Center
Pat Gardner- Vinton Center
Linda Venzke- Washington Center
Chris Wickwire- Belle Plaine Center
Amber Aiken- Marion Center
Betty Adams/Lori Weitzell – Iowa City Credit Center
Tonda DeSotel / Kathy Osborne- Resource Center
KIRKWOOD FACILITY RENTAL AGREEMENT

This Agreement is made _________________ ______, 200___ by and between Kirkwood Community College (“KCC”) and ______________________________ (“Lessee”). For the purposes of this agreement, KCC represents the following facilities: Community Training & Response Center, Kirkwood Center for Continuing Education and Kirkwood Training & Outreach Services Center.

Recitals

A. KCC owns the Premises (as set forth on Exhibit A) and Lessee wishes to rent the Premises for the purposes described in this Agreement, and both parties are willing to enter into a rental agreement for the Premises base upon the terms and conditions contained in this Agreement.

Agreement

In consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged by the parties, it is agreed by and between KCC and Lessee as follows:

1. Premises. KCC agrees to provide to Lessee the exclusive use of the Premises for the purposes described (the “Program”) and days and times set forth on Exhibit A. The Premises shall be set up according to the specifications provided by Lessee to KCC at the time this Agreement is executed, such set up to be limited to only that equipment which is located on-site at the Premises, which may include, but is not be limited to, chairs, tables, a lectern or podium, and hookups and power source for audio/visual equipment. Any changes to the specifications must be provided by Lessee to KCC in writing no later than two (2) business days prior to the Program.

2. Common Areas. Lessee shall have the non-exclusive right to use for its Program and Program participants any and all common areas that are part of the property and building of which the Premises is a part. The common areas shall include, but shall not be limited to, cafeteria, hallways, elevator, entrances, rest rooms, parking lot and stairways. Lessee shall do nothing to impede or restrict the use of the common areas by KCC or other users. KCC may impose rules, from time to time, regulating or controlling the use of the common areas. Lessee shall be responsible for and shall indemnify and hold KCC harmless as set forth in Section 10 for any and all damage to the common areas resulting from the use of the common areas by the Lessee and its Program participants in a manner other than their customary and intended uses.

3. Rent. During the Term, Lessee shall pay KCC the rent amount set forth on Exhibit A.

4. Use. Lessee will use the Premises only for the conduct of the Program and in a manner for which the Premises was intended to be used. KCC may impose rules, from time to time, regulating or controlling the use of the Premises. In the event Lessee wishes to decorate the Premises for the Program, or in any other way materially change the set up of the Premises, Lessee must receive advance approval in writing from KCC, which KCC may withhold in its sole discretion. In the event approval is granted, Lessee shall return the Premises to its original condition. Lessee will not post any signs, cards or posters for the Program except in areas designated for such posting by KCC. All materials are subject to approval by KCC. Lessee agrees not to interfere in any way with the ordinary use by KCC or others of any portion of the building or grounds in which the Premises is located, and Lessee acknowledges that other events
may be scheduled during the Program in these locations. Lessee agrees that it and its Program participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located, if any. Lessee shall be responsible for and shall indemnify and hold KCC harmless as set forth in Section 10 for any and all costs and expenses of any such injury, damage or defacement.

5. Utilities and Other Services. KCC shall at its expense provide all utilities and janitorial services for the Premises that would be required for the normal use of the Premises. In the event the Lessee’s Program requires extraordinary use of utilities or janitorial services, KCC reserves the right to charge Lessee for such additional services. KCC shall not provide personnel for Lessee’s Program, including but not limited to instructors, proctors or additional security personnel (other than those security personnel who regularly oversee the Premises), unless agreed to by the parties as set forth on Exhibit A. If such personnel are provided by Lessee, such personnel shall be subject to the control of Lessee and Lessee shall provide KCC with written information regarding the identity of such personnel.

6. Term, Cancellation and Termination.

6.1 Term. This Agreement shall be effective for the term set forth on Exhibit A (the “Term”).

6.2 Cancellation Prior to Program. The Client must notify the affected facility in writing or by email if it becomes necessary to cancel a reservation. If the event must be postponed due to an emergency situation, the event may be rescheduled without penalty on a space available basis, at the discretion of KCC. The Security Deposit, if applicable, will be transferred to the new booking.

- KCC is not liable for any costs incurred by the Client, as a result of such cancellation.
- Cancellations of postponed or rescheduled events will be subject to cancellation policy.
- KCC reserves the right to deny or cancel any event in an emergency situation or if it is deemed by KCC that persons or property might be endangered and/or the event might in any way be prejudicial to others or not in the best interest of the KCC and/or the Community.

6.3 Breach, Cure and Termination. In the event either party, through its act or omission, materially breaches this Agreement, the other party shall provide the breaching party with written notice of the material breach. The breaching party shall have ten (10) days in which to cure the breach. In the event the breach remains after the cure period has expired, the non-breaching party may elect to terminate this Agreement by giving the breaching party written notice of the termination and the date of termination, which shall be no sooner than the expiration of the cure period. Any misrepresentation by the Lessee to obtain this Agreement with KCC shall be grounds for immediate termination of this Agreement by KCC at its discretion.

7. Assignment and Subletting. Lessee shall not sublet, assign or in any manner transfer this Agreement or interest therein.

8. Insurance. Lessee shall maintain insurance with a reputable insurance company licensed to business in the State of Iowa at Lessee’s sole cost and expense. A certificate of insurance is required, and must name KCC and its employees as additional insureds against claims and damages resulting from injury or death to any person, property damage and liability related to or arising from the Program, in an aggregate amount of $1 million dollars. Such certificate shall be provided to KCC no later than 48 hours prior to the Program.
9. **Compliance with The Law.** Lessee shall keep the Premises and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect Lessor and save Lessor harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

10. **Indemnity.** Lessee will protect, indemnify and save harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against KCC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lessee or its employees, agents, representatives; or invitees (b) any failure on the part of Lessee or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against KCC by reason of any such occurrence, Lessee will, at Lessee’s expense, using legal counsel, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. Any settlement of any claim must be approved by KCC.

11. **Miscellaneous.**

11.1 **Amendments.** None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties.

11.2 **Notices.** All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:

To KCC:  
Kirkwood Community College  
Att: Dee Baird  
6301 Kirkwood Boulevard S.W.  
Cedar Rapids, Iowa 52404

To Lessee:  
________________________________________  
Att:____________________________________  
________________________________________  

The effective date of giving of the notice shall be the day the notice is sent, and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

11.3 **Captions.** The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

11.4 **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be
affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.5 **Law Applicable.** This Agreement shall be construed and enforced in accordance with the laws of Iowa.

11.6 **Assignment.** This Agreement may not be assigned unless agreed to by the parties at their sole discretion.

11.7 **Closure of Premises.**

Unforeseen Circumstances
In the event of or impossibility of performance due to strikes, accidents, acts of God, power failure, war, terrorists threats, government regulation, civil disorder, or other emergencies that make it inadvisable, illegal or impossible to provide the KCC facilities, the agreement will be terminated and KCC shall be excused from performance and liable for only repayment of deposit.

Weather Related Closures
Pursuant to Kirkwood Community College policy, closure of the main college campus (located in Cedar Rapids, Iowa), will result in closure of all other Kirkwood locations with the exception of the Kirkwood Training & Outreach Services Center, the Kirkwood Center for Continuing Education and the Community Training & Response Center.

If the college closes due to inclement weather or any other emergency, upon the wishes of the client the planned events in the previously mentioned affected facilities will still be held as scheduled, Kirkwood will make every effort to ensure the facility will remain open. In the case of extreme winter weather or other destructive weather, the college reserves the right to cancel all scheduled events for the safety of its employees.

This Agreement is effective as of the date first written above.

**Kirkwood Community College**

By: ____________________________   By: _____________________________

Title: __________________________   Title: _________________________
EXHIBIT A

Note: The section numbers referenced below refer to the Sections in the Agreement that reference Exhibit A. In the event no information is needed to be added to Exhibit A, indicate by using “n/a” for that item.

Program Purposes (Section 1):

Dates/Times of Program (Section 1):

Rent Amount (Section 3):

KCC Provided Personnel (Section 5):

Term of Agreement (Section 6):

Lessee Insurance Requirements (Section 8):
General Terms and Conditions Governing the use of
Kirkwood Community College Facilities

1. Facilities are first scheduled and utilized for Kirkwood Community College functions. Therefore, the college always reserves the right to refuse rental and/or use of any or all of its facilities to outside groups.

2. Kirkwood Community College reserves the right to change, cancel or move a reservation to another room when needed. Every effort will be made to notify the organization in advance of scheduling changes or cancellations.

3. Outside groups can lose the ability to reserve Kirkwood Community College facilities if: violation of noise guidelines, damage to room, and improper use of room or misrepresentation of an event.

4. Only the part of the building or equipment for which the request is made shall be used. Kirkwood staff will provide furniture arrangement and equipment as requested.

5. Maximum capacity for all facilities cannot be exceeded by order of the Fire Marshall.

6. In compliance with the state of Iowa’s Smoke Free Air Act, as of July 1, 2008, all Kirkwood campus locations and property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.

7. In the case of a tornado or severe thunderstorm warning, participants should go to the designated place of safety.

8. If the college closes due to inclement winter weather, or any other emergency, those events scheduled in affected facilities cannot be held as scheduled unless otherwise noted.

9. Cancellation Prior to Program. This agreement may be cancelled up to ten (10) business days prior to the date of the initial Program without penalty. Any rent paid by Lessee shall be refunded in full. Cancellations which occur within ten business days prior to the initial Program shall result in no refund of any rent paid.

10. Nothing can be temporarily affixed to any painted surface in any area of any room. Duct tape or adhesive backing tape may not be used. Easels may be requested by the user, subject to availability. Any props, equipment or other items brought into the building, rooms or hallways by or at the request of the user or its participants must be removed by the user upon completion of the use of the facility.

11. Subject to availability, the following equipment may be requested by the user at no additional charge: VCR, Proxima, Visual Presenter (overhead projector), computer, screen, easel with flip chart, and white board with markers. Additional audio-visual equipment is available for a separate rental fee. The facility coordinator must be notified 10 business days prior to the scheduled event if any equipment is required.

12. All rental fees and food costs will be invoiced. Payment of the invoice must be made upon receipt. Future events cannot be scheduled if there is a past due balance.
13. Kirkwood Community College reserves the right to refuse hosting activities which are in direct competition with the activities, programs, or services at Kirkwood Community College.

14. It is the policy of Kirkwood Community College to permit solicitation by registered student/faculty organizations only. Solicitations shall be defined as any commercial, profit-campaigning, or distribution of literature. All approved solicitation activities at Kirkwood Community College are to be confined to reserved spaces.

15. Room Rental does not constitute sponsorship by Kirkwood Community College. The Kirkwood logo and/or sponsorship listing may not be used in promotional materials by an outside group without the written consent of Kirkwood’s Marketing Services department.

16. Kirkwood Community College will not allow alcoholic beverages on its premises.

17. **Indemnity** Lessee will protect, indemnify and save harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against KCC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lessee or its employees, agents, representatives; or invitees (b) any failure on the part of Lessee or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against KCC by reason of any such occurrence, Lessee will, at Lessee’s expense, using legal counsel, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. Any settlement of any claim must be approved by KCC.

______________________________                ______________________________
Name       Kirkwood Approval

______________________________                _______________________________
Organization      Date

______________________________
Date
General Terms and Conditions Governing the use of ICN Facilities

1. Facilities are first scheduled and utilized for Kirkwood Community College functions. Therefore, the college always reserves the right to refuse rental and/or use of any or all of its facilities to outside groups.

2. Kirkwood Community College reserves the right to change, cancel or move a reservation to another room when needed. Every effort will be made to notify the organization in advance of scheduling changes or cancellations.

3. Outside groups can lose the ability to reserve Kirkwood Community College facilities if: violation of noise guidelines, damage to room, and improper use of room or misrepresentation of an event.

4. Only the part of the building or equipment for which the request is made shall be used. Kirkwood staff will provide furniture arrangement and equipment as requested.

5. Maximum capacity for all facilities cannot be exceeded by order of the Fire Marshall.

6. In compliance with the state of Iowa’s Smoke Free Air Act, as of July 1, 2008, all Kirkwood campus locations and property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.

7. In the case of a tornado or severe thunderstorm warning, participants should go to the designated place of safety.

8. If the college closes due to inclement winter weather, or any other emergency, those events scheduled in affected facilities cannot be held as scheduled unless otherwise noted.

9. Cancellation Prior to Program. This agreement may be cancelled up to twenty four (24) hours prior to the date of the initial Program without penalty. Any rent paid by Lessee shall be refunded in full. Cancellations which occur within less than twenty-four (24) hours prior to the initial Program shall result in no refund of any rent paid.

10. Nothing can be temporarily affixed to any painted surface in any area of any room. Duct tape or adhesive backing tape may not be used. Easels may be requested by the user, subject to availability. Any props, equipment or other items brought into the building, rooms or hallways by or at the request of the user or its participants must be removed by the user upon completion of the use of the facility.

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________________________________________________________________________
Name

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Kirkwood Approval

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Organization

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