Memorandum of Understanding
Between
Event Requestor
And
The Iowa Department of Administrative Services
For
Event

1. **Purpose.** The purpose of this Memorandum of Understanding ("MOU") is to set forth the terms and conditions of the agreement between the Iowa Department of Administrative Services ("DAS") and *Event Requestor* ("Event Requestor") for the *Event* ("Event"). Event Requestor manages, operates, controls, and hosts the Event. Event Requestor will be allowed the non-exclusive use to host the Event in the designated Event Area for the Duration of this MOU subject to the terms and conditions therein.
   - 1.1. **Exemption.** State agencies (as defined in Iowa Code section 669.2(5)) acting in an official capacity and the World Food Prize whose primary location for the annual ceremony is the Capitol Complex (Iowa Code section 15.368) are exempt from time and place restrictions except as otherwise required by law or imposed within the sole discretion of DAS.

2. **Duration.** This MOU exclusively pertains to the *Date*, Event. Event requests shall be received at least 30 calendar days prior to the event date. Event Requestor is approved for the use of the designated Event Area on *Date*; beginning at *Time* until *Time*.
   - 2.1. **Limitations.**
     - 2.1.1. **Outdoor Events.** Events held outdoors on the grounds of the Capitol Complex typically may not exceed one (1) calendar day, excluding set up and tear down time.
     - 2.1.2. **Indoor Events.** Events held indoors within the Capitol Building may not exceed one (1) calendar day and must be held during the normal business hours of the Capitol Building.
     - 2.1.3. Exceptions to these limitations are subject to approval by the DAS director.

3. **Event Area**. *Location* on the Capitol Complex in Des Moines, IA. DAS will make the Event Area available in accordance with the terms of this MOU.
   - 3.1. **Site Map.** The Event Area will be restricted to the area identified on Exhibit A ("Site Map"). Site map identifies the perimeter of the Event Area and the location of equipment or displays for the Event. The Event Requestor is responsible for demarcating the Event Area. To ensure the availability of space within the Capitol Building and that the business of the building is not disrupted, DAS may erect crowd control barriers to demarcate space to be used by the Event Requestor. Event Requestor shall not conduct the Event at any other location on the Capitol Complex without written approval from DAS.
   - 3.2. **Relocating/Rescheduling of Event.** In the event DAS has to restrict the usage of the Event Area agreed upon in this MOU for any reason, DAS will work in good faith with the Event Requestor to locate an alternative location and/or date on the Capitol Complex. DAS only anticipates this occurring due to unforeseen or extraordinary circumstances.
   - 3.3. **Compliance with Laws**. Event Requestor agrees to comply with all applicable laws in its use of the Event Area including, but not limited to, provisions of the Iowa Code and DAS's administrative rules governing use of the Capitol Complex.

4. **Charges, Insurance, Indemnification.** Event Requestor is exclusively responsible for financing the Event.
   - 4.1. **Costs to Access.** Event Requestor may conduct the Event within the Event Area without rent or charge.
   - 4.2. **Vendor Services.** Event Requestor will be solely responsible for all expenses and costs charged by vendors. Event Requestor will pay all vendors directly.
   - 4.3. **Liability.** Pursuant to the requirements set forth in Iowa Administrative Code rule 11—100.4(6), Event Requestor acknowledges responsibility and is responsible for any damages occurring during the Event and agrees to reimburse the State of Iowa and the Iowa Department of Administrative Services for such damage to state property, services provided by or through DAS to support the Event, and necessary clean-up after Event Requestor departs the Capitol Complex. Any billing from DAS submitted to Event Requestor shall be paid in full within thirty (30) days of receipt.

4.4. Indemnification. Event Requestor agrees to be fully responsible for and/or indemnify and hold harmless the State of Iowa, the Iowa Department of Administrative Services, and all of their agents and employees from any and all claims, liabilities, damages, settlements, judgments, costs, and expenses directly or indirectly caused by, related to, or arising from Event Requestor's access, parking, and conducting business under this MOU.

4.5. Insurance. Event Requestor is not required to obtain liability insurance for the Event; however, this does not relieve Event Requestor of any Charges or Indemnification pursuant to this MOU.

4.6. Billing Address.

Event Requestor
Address
City, State Zip

5. Standard of Care Obligation. Event Requestor acknowledges that it will be held to a standard of care appropriate given the historical property it has endeavored to use for this Event. Care is to be taken for all areas utilized throughout the Capitol Complex. Event Requestor is exclusively responsible for the Event including set up, tear down, and Event activities.

5.1. Equipment and Displays. Event Requestor will provide all equipment necessary to conduct the Event. The State of Iowa is not responsible for any damages, loss, or theft to equipment or displays provided, owned or used by Event Requestor.

5.2. Display Design.

5.2.1. Outdoor Events. Outdoor displays are considered temporary site features and must be submitted to the Capitol Planning Commission Site Features Committee for review and approval. See the following link for more information: https://das.iowa.gov/state-employees/general-services/capitol-planning-commission/site-features

5.2.2. Indoor Events. Display design identifying specific size and location must be approved in advance by DAS. All displays must be free standing and may not be affixed or supported by any other surfaces. Display will not restrict traffic flow and will not pose a hazard for persons with disabilities. All displays must be appropriate for public display in accordance with section 5.15 below. Any displays that violate any requirement of this MOU will be removed from the Capitol Building. If required by DAS, the Event Requestor will incorporate a baseboard into the design surrounding the entire display. The Event Requestor will provide signage at the display location containing a disclaimer stating the display is not owned, maintained, promoted, supported by or associated with the State of Iowa. The use of an unattended display is prohibited. Refer to Exhibit C for additional guidelines.

5.3. Signage. Event Requestor will not hang signs on the Capitol Complex including but not limited to buildings, lampposts, traffic signs, trees, sidewalks, existing signs, monuments, etc.

5.4. Protective Surface. Event Requestor will take all reasonable steps to protect surfaces, ground, and buildings from damage from Event Requestor's equipment or display.

5.5. Power. Event Requestor is approved to use the electrical outlets at the Event Area. Event Requestor will hire and/or obtain its own power beyond the electrical outlets provided. Any such generator must be grounded as per code. Event Requestor will secure all cables in a safe manner with a non-adhesive cable cover.

5.6. Restrooms. Restrooms are available in the buildings on Capitol Complex during normal business hours. For outdoor events, the Event Requestor will provide a sufficient number of portable restrooms and handicapped restrooms as necessary to support the expected participation for the Event. Such portable restrooms would be allowed during the date and time indicated on this MOU Duration. Portable restrooms would be placed in the Event Area on a concrete surface not impeding pedestrian foot traffic, i.e. sidewalks and crosswalks.

5.7. Tents, canopies and inflatables (outdoor events only). Upon approval from DAS, Event Requestor may set tents, canopies and inflatables in the Event Area. Approved tents, canopies and inflatables will be secured with weights.

5.8. Street/Sidewalk Closures (outdoor events only). Event Requestor will provide appropriate street/sidewalk closure barricades for the closure of street(s) and/or sidewalk(s) on the Capitol Complex. All street and sidewalk closures must be reviewed and approved by DAS and submitted on the site map provided to DAS. Event Requestor will seek approval from the City of Des Moines for the closure of city streets and/or sidewalks.

5.9. Ground Penetration (outdoor events only). Event Requestor will follow the "Digging/Ground Penetration Approval Procedures for the Capitol Complex" before penetrating the soil in any way, with signs, posts, etc. Any holes/penetration, etc., must be repaired immediately following the conclusion of the Event.

5.10. Clean-up/Waste Removal. At the conclusion of the Event, Event Requestor will remove all items associated with the event from the Capitol Complex. Event Requestor will provide waste receptacles to collect waste from the Event Area. Event Requestor will remove all waste generated during the Event from the Event Area. Capitol Complex waste receptacles in the Event Area used by the Event will be emptied and replaced by the Event Requestor with clean 45" x 48" bags. Parking lots, streets and sidewalks utilized for the Event will be cleaned by Event Requestor.

5.11. Security. If the Event Requestor requires security for the Event, the Event Requestor shall obtain private security and shall be responsible for all private security costs.

5.12. Vehicles. Event Requestor will not drive any vehicle on any sidewalk, lawn or landscaping except as provided herein. Turf type vehicles, such as golf carts, may be driven on sidewalks and lawn. At no time may any vehicle park on the lawn.

5.13. Parking. Capitol Complex non-gated parking lots for visitors as well as the parking structure on the corner of E. Grand Avenue and Pennsylvania Avenue may be available for the Event. Parking designated for state employees and reserved parking is not available for Event parking between 6 a.m. and 6 p.m., Monday-Friday, unless otherwise posted and with the exception of state designated holidays. Improper use of any "Persons with Disabilities" parking spaces is subject to a fine and towing at the owner's expense.

5.14. Not Permitted on Capitol Complex.

- Admission fees;
- Alcohol;
- Use of tobacco;
- Fireworks;
- Horses or other livestock (except on streets);
- Sidewalk chalk/paint;
- Popcorn poppers for use in buildings;
- Open flame (except for outdoor cooking or catering equipment with prior approval from DAS and compliance to requirements in Exhibit B);
- Sale of merchandise (except for the sale of food associated with the Event).
- Helium Balloons are not allowed in the Capitol Building.

5.15. Additional Limitation. Because the Capitol Complex is often a destination for children (persons under the age of eighteen) learning about their State government, visual displays, sounds, and other actions that are harmful to minors including, but not limited to, obscene materials (as defined in Iowa Code section 728.1(5)), and gratuitous violence or gore are not permitted at the Capitol Complex. "Obscene material" is any material depicting or describing the genitals, sex acts, masturbation, excretory functions or sadomasochistic abuse which the average person, taking the material as a whole and applying contemporary community standards with respect to what is suitable material for minors, would find appeals to the prurient interest and is patently offensive; and the material, taken as a whole, lacks serious literary, scientific, political or artistic value. "Gratuitous violence or gore" means any depiction of severe bodily injury or blood, organs, or other bodily fluids, which the average person, taking the material as a whole and applying contemporary community standards with respect to what is suitable material for minors, would find appeals to the prurient interest and is patently offensive; and the material, taken as a whole, lacks serious literary, scientific, political or artistic value.

6. Event Requestor Coordinator(s):

Signor		*Second Contact*	
Phone #	*Email Address*	*Phone #*	*Email Address*

7. DAS Event Coordinator.

Suzy Trotter
109 S. E. 13th Street, Des Moines, Iowa 50319
Office: 515.281.7259 Cell: 515.631.9247 Email: capitol.complex.events@das.iowa.gov

8. MOU Administration.

8.1. Amendments. This MOU may be amended in writing by mutual consent of the parties. All amendments to this MOU must be in writing and fully executed by the parties.

8.2. Assignment and Delegation. This MOU may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

8.3. Integration. This MOU represents the entire MOU between parties. The parties shall not rely on any representation that may have been made which is not included in this MOU.

8.4. Headings or Captions. The paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the paragraphs.

8.5. Supersedes Former MOUs or Agreements. This MOU supersedes all prior MOUs or Agreements between the parties for the services provided in connection with this MOU.

8.6. Governing Law. This agreement, and any disputes arising from it, shall be construed in accordance with Iowa law. Venue for any lawsuits resulting from it shall be Des Moines, Polk County, Iowa.

8.7. Interpretation. The State and Event Requestor, and their respective attorneys, have been provided an opportunity to review and revise this document prior to signing it. Ambiguities shall be interpreted as if both parties drafted the agreement together.

9. Termination. This MOU automatically terminates at *Time* on *Date*. Failure by Event Requestor to comply with any requirement of this MOU may result in immediate termination of this MOU and removal from the Capitol Complex. Event Requestor's obligations under this MOU continue beyond its termination.

10. Signatures. Event Requestor, through the signature of its duly authorized representative identified below, affirmatively represents the signatory possesses all necessary power, authority and legal capacity to (1) act on behalf of Event Requestor; (2) enter into and bind Event Requestor to perform Event Requestor's obligations under this MOU; and (3) accept written notice for Event.

_____ _____

Charlee Cross, Chief Operating Officer — Date
Department of Administrative Services
General Services Enterprise

_____ _____

Duly Authorized Event Requestor Representative — Date
Signor
Event Requestor

Exhibit A
Site Map

Using the map below sketch and / or details of the event set up including the location of equipment such as portable restrooms, barricades, food trucks, banners, generator, podium, crowd, etc.
Feel free to add timeline including the set up, event start / stop, and the teardown.



Exhibit A
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Using the map below sketch and / or details of the event set up including the location of equipment such as portable restrooms, barricades, food trucks, banners, generator, podium, crowd, etc.
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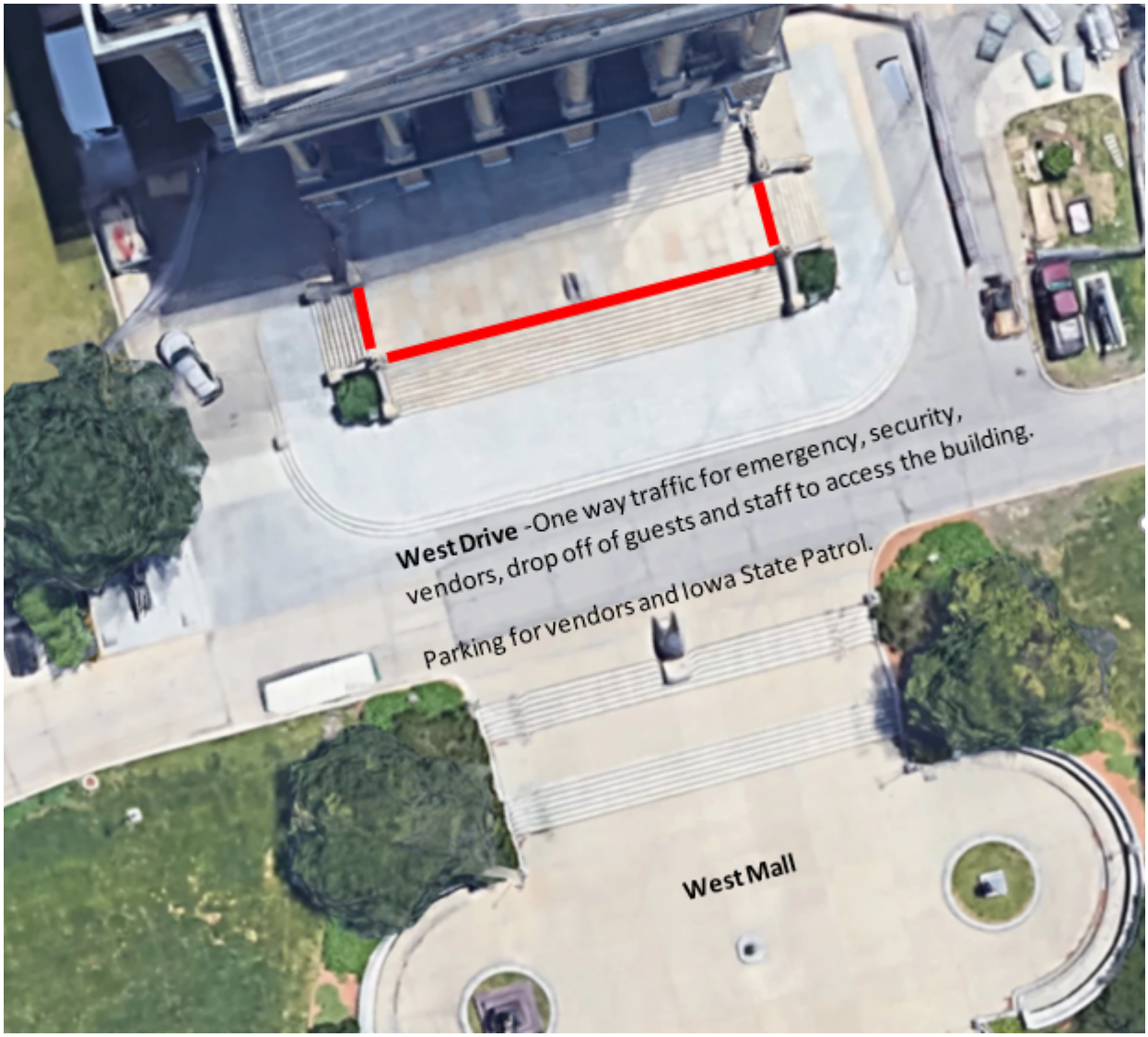


Exhibit A
Site Map

Using the map below, sketch and label the event equipment layout in the Event Area(s), including tables, chairs, catering equipment, banners, podium, etc.

The pink shaded area is the egress / ingress and pathway, do not plan to place event equipment in the shaded area.

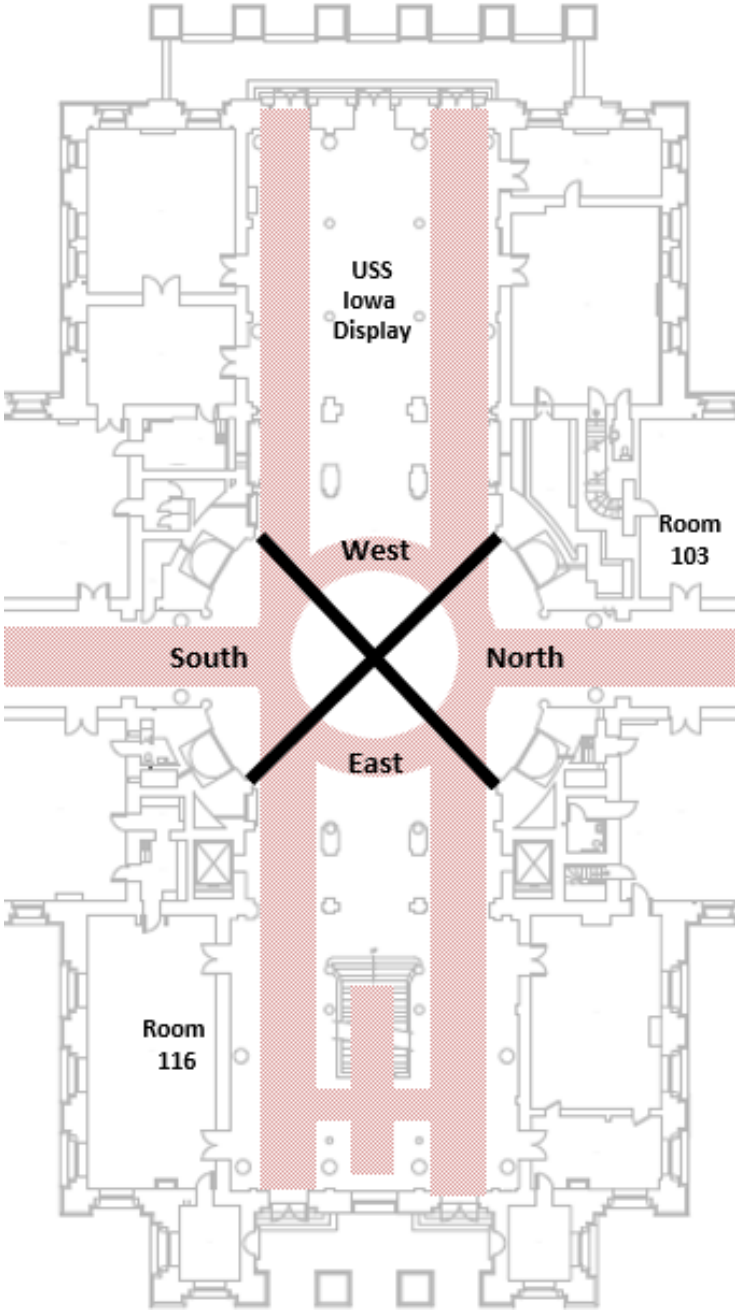


Exhibit B
Catering Equipment and Outdoor Cooking

Catering Equipment Requirements

- Portable food warming devices that are fueled (i.e. Sterno) shall have non-combustible lids for immediate use for each warming device.
- The warming device shall be on a noncombustible protective material to prevent tipping and damage.
- The devices shall be continuously under the care and control of a competent person.
- A fire extinguisher must be provided by the Event Requestor and located to be readily available for use.

Outdoor Cooking Requirements

- A designated person of the Event Requestor will need to be responsible for lighting, kindling and maintaining the self-supporting outdoor cooking equipment.
- Cooking equipment will be at a minimum of 20 feet of any building.
- Cooking equipment will be at a minimum of 10 feet between other cooking equipment, vehicles, trash containers or other significant quantities of combustible materials.
- If propane tanks are used, all connections are to be soap tested prior to ignition. LP containers and equipment must be in compliance with acceptable NFPA (National Fire Protection Association) Code.
- The fire shall be continuously under the care and control of a competent person until it is extinguished. In addition, a fire extinguisher must be provided by the Event Requestor and located to be readily available for use.
- Outdoor cooking equipment shall be on a noncombustible protective material to prevent damage. Outdoor cooking equipment may be placed on the grass with protective material; however, this does not relieve Event Requestor of any Charges or Indemnification as a result of damage to the grass.
- If outdoor conditions pose a high risk of the fire spreading, such as high winds or extremely dry conditions, the Iowa Department of Administrative Services and/or Iowa State Patrol Post 16 reserves the right to require the Event Requestor to discontinue use of the cooking equipment to protect the public and facilities.

Exhibit C
Display Guidelines

Capitol Building Displays

- Displays are considered an 'event' as we are coordinating the use of the space.
- The 1st Floor Rotunda in the Capitol has four defined spaces for groups to reserve.
- All groups must submit a photo with dimensions of the display for approval. Dimensions will not exceed 7 foot wide and 7 foot deep. DAS's review for approval is solely based upon display dimensions and compliance with safety requirements. DAS does not approve displays based upon content.
- Displays in the building have a height cap of 9 foot, so not to interfere with electronic smoke detectors.
- Displays will not be allowed to impede the egress.
- Displays are required to provide a baseboard so those with visual impairments using a cane can identify obstacles.
- Events / Displays may be refused if it would be disruptive of official state business or to the public health, safety and welfare, or is inconsistent with Iowa Administrative Code.
- Displays must be removed promptly at the end of the Event's reserved time. The time limit allows for maintenance / cleaning of the area.
- All approved displays will provide signage at the display location containing a disclaimer stating the display is not owned, maintained, promoted, supported by or associated with the State of Iowa.
- Upon receiving a complaint, DAS may review a display and determine whether it meets the requirements of this MOU. DAS may require an Event Requestor to move any non-compliant display.

Outdoor Displays

- Outdoor displays are considered temporary site features and must be submitted to the Capitol Planning Commission Site Features Committee for review and approval. (https://das.iowa.gov/state-employees/general-services/capitol-planning-commission/site-features)