

**Memorandum of Understanding
Between
Sponsor
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 Sponsor (“Event Sponsor”) for the Event (“Event”). Event Sponsor manages, operates, controls, and hosts the Event. Event Sponsor 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.
- 2. Duration.** This MOU exclusively pertains to the Date, Event. Event Sponsor is approved for the use of the designated Event Area on Date; beginning at Time until Time
- 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 Sponsor is responsible for demarcating the Event Area and, if required by DAS, obtain and erect barriers as set forth on the Site Map. Event Sponsor 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 Sponsor 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 Sponsor 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 Sponsor is exclusively responsible for financing the Event.
 - 4.1. Costs to Access.** Event Sponsor may conduct the Event within the Event Area without rent or charge.
 - 4.2. Vendor Services.** Event Sponsor will be solely responsible for all expenses and costs charged by vendors. Event Sponsor will pay all vendors directly.
 - 4.3. Liability.** Pursuant to the requirements set forth in Iowa Administrative Code rule 11—100.4(6), Event Sponsor 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 Sponsor departs the Capitol Complex. Any billing from DAS submitted to Event Sponsor shall be paid in full within thirty (30) days of receipt.
 - 4.4. Indemnification.** Event Sponsor 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 Sponsor’s access, parking, and conducting business under this MOU.
 - 4.5. Insurance.** Event Sponsor is not required to obtain liability insurance for the Event; however, this does not relieve Event Sponsor of any Charges or Indemnification pursuant to this MOU.
 - 4.6. Billing Address.**
 - Sponsor
 - Address

- 5. Standard of Care Obligation.** Event Sponsor 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 Sponsor is exclusively responsible for the Event including set up, tear down, and Event activities.
- 5.1. Equipment and Displays.** Event Sponsor 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 Sponsor.
- 5.2. Display Design.** 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. If required by DAS, the Event Sponsor will incorporate a baseboard into the design surrounding the entire display. The Event Sponsor 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.
- 5.3. Signage.** Event Sponsor 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 Sponsor will take all reasonable steps to protect surfaces, ground, and buildings from damage from Event Sponsor's equipment or display.
- 5.5. Power.** Event Sponsor is approved to use the electrical outlets at the Event Area. Event Sponsor will hire and/or obtain its own power beyond the electrical outlets provided. Any such generator must be grounded as per code. Event Sponsor 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. Event Sponsor will provide a sufficient amount 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 cross walks.
- 5.7. Tents, canopies and inflatables (outdoor events only).** Upon approval from DAS, Event Sponsor 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.** Event Sponsor 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 Sponsor will seek approval from the City of Des Moines for the closure of city streets and/or sidewalks.
- 5.9. Ground Penetration.** Event Sponsor 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.** Event Sponsor will provide waste receptacles to collect waste from the Event Area. Event Sponsor 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 Sponsor with clean 45" x 48" bags. Parking lots, streets and sidewalks utilized for the Event will be cleaned by Event Sponsor.
- 5.11. Security.** If the Event Sponsor requires security for the Event, the Event Sponsor shall obtain private security and shall be responsible for all private security costs.
- 5.12. Vehicles.** Event Sponsor 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 employee 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.

6. Event Sponsor Coordinator(s):

Signor	Name
Phone	Email

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@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 Sponsor, 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. Event Sponsor's obligations under this MOU continue beyond its termination.

10. Signatures. Event Sponsor, 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 Sponsor; (2) enter into and bind Event Sponsor to perform Event Sponsor's obligations under this MOU; and (3) accept written notice for Event.

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

Date

Duly Authorized Event Sponsor Representative
Signor
Sponsor

Date

**Exhibit A
Site Map**

DRAFT

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 Sponsor and located to be readily available for use.

Outdoor Cooking Requirements

- A designated person of the Event Sponsor 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 Sponsor 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 Sponsor 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 Sponsor to discontinue use of the cooking equipment to protect the public and facilities.