**Renter’s Policies and Procedures Contract**

The FFA Enrichment Center, run by the Iowa FFA Foundation and Des Moines Area Community College, (sometimes referred to herein as “the Center,” or “the Enrichment Center”) is a multipurpose conference, training and educational facility adjoining the Des Moines Area Community College (DMACC), Ankeny Campus. Policies pertaining to eligibility for use, scheduling and behavioral protocol, food service, technical equipment use, and financial considerations regarding the FFA Enrichment Center follow. For answers to questions regarding (FFA) Enrichment Center policies, please contact: **Jennifer McTaggart,** **FFA Enrichment Center Events Coordinator at (515) 965-7372 or** **events@ffaenrichmentcenter.com**

This Renter’s Policies and Procedures Contract (referred to herein as this “Agreement”) is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to herein as “Renter”) and the Center.

**Purpose:**

The FFA Enrichment Center is dedicated to providing a high quality learning environment and support services for educational programs and events hosted by recognized members and partners of the Iowa Agricultural Education family and organizations affiliated with Des Moines Area Community College.

The FFA Enrichment Center is open and welcome to the general public. However, the primary purpose of the FFA Enrichment Center is to help the Iowa FFA Foundation fulfill the education and development needs of the Iowa FFA Association, Iowa Association of Agricultural Educators (IAAE), Postsecondary Agricultural Students of Iowa (PAS), Iowa FFA Alumni, and DMACC Agricultural Programs. Scheduling preference is given to the aforementioned associations, their key business and industry supporters and like-minded organizations sharing similar mission and values.

**Eligibility for Use:**

In addition to the previously mentioned primary users, the space and services are available to support official functions of, but not limited to contract training programs, other local, state and federal governmental agencies, educational institutions, career and technical education organizations and agribusiness. Reservations for training and business purposes will take top priority. Reservations for wedding receptions are allowed within the facility. The Center reserves the right to deny use of the FFA Enrichment Center to organizations that hold values opposed to those of the Iowa FFA Foundation.

**Hours:**

Regular hours of operation are from 8:00am to 4:30pm. With exception for evening events the facility can stay open until 12:00 midnight. The building must be vacated by 12:00 midnight. Event reservations can be made during these hours:

* Morning (7:30 a.m.- 12:00 noon)
* Afternoon (12:00 p.m. -5:00 p.m.)
* Evening (5:00 p.m. – 10:00 p.m.)

**Any event starting in one timeframe and finishing in another will be charged for the entire day.** Exceptions to set hours will be approved by the Events Coordinator.

**Event Reservations/Scheduling Priorities:**

To reserve space and/or services, contact the Events Coordinator by phone, e-mail or by stopping by the FFA Enrichment Center Coordinator’s Office. After a space/service request is received, staff will check availability for the preferred dates. If space is available, it will be put on a temporary hold for two weeks to allow time for a Rental Agreement to be processed accordingly.

Before rooms or services can be guaranteed, a Rental Agreement (including proper authorization, specific billing and key-contact information) must be completed and signed by the client. The Rental Agreement and a security deposit must be completed and returned to the FFA Enrichment Center Events Coordinator within a two-week time period to officially reserve the rental space. **If the Rental Agreement is not finalized within that two-week period, the temporary space may be released and made available to others.**

FFA Enrichment Center will have first right of refusal to schedule events in the shared and common space on the first floor of the Enrichment Center for the calendar year. DMACC Continuing Education will have the ability to schedule classes and conferences up to a year in advance around the FFA/Ag Ed calendar. Requests from groups outside of the FFA, Ag Ed, IAAE, PAS, FFA Alumni and DMACC may not reserve space beyond one year from date. All dates will need to be specific to the actual dates of the event.

*Weddings, Wedding Receptions and other Large Celebrations must follow the “Wedding Policies & Procedures” document in addition to this document.*

**Security Deposit/Payments:**

The security deposit payment is required when the Rental Agreement is returned to the FFA Enrichment Center Events Coordinator. **If the security deposit is not paid with the return of the Rental Agreement, the temporary space may be released and made available to others.**

Security deposits will be 25% of the total rental fee or an amount confirmed will apply by Events Coordinator (with a $50 minimum). For example: the total bill amount is $150, 25% of the bill would be $37.50 but the security deposit will be $50. **Security deposits are payable to the FFA Enrichment Center.** Accepted methods of payment are cash, check, money order, cashier’s check, MasterCard, Visa or Discover.

The total bill is due 5 business days prior to the event date. All rental payment are payable to the FFA Enrichment Center. If you would like to pay by credit card, please contact the FFA Enrichment Center Events Coordinator at 515-965-7372.

Accepted methods of payment are cash, check, money order, cashier’s check, MasterCard, Visa or Discover. Final payments will be paid within 30 days of the event unless other arrangements are made with the FFA Enrichment Center Events Coordinator before late charges will be applied. A penalty of 1.5% will be charged for late payment and will be charged each month the payment is late.

***Weddings, Wedding Receptions and other large Celebrations must follow the “Wedding Policies & Procedures” document regarding pricing for security deposits and payment.***

**Room Information:**

Room Rental that includes permanent technology in the room can be rented for half day, full day or multiple days.

Staff will work to schedule appropriate meeting rooms, equipment, and other services to meet the unique needs of each group served. ALL rooms are equipped with Standard AV equipment. Other equipment is available a la carte. FFA Enrichment Center staff reserves the right to change the location of meeting rooms to meet daily operational requirements (with respectful notification and still meeting individual needs.)

Accommodating requests for different room set-up is limited by the configuration of the room. Sample layouts are available from the FFA Enrichment Center staff. All final set-ups are required two weeks prior to the event date or upon immediate booking if with two weeks of the event date. **Additional fees may be charged for changing layout(s) within 48 hours of the event.**

The **Large Conference Space** can be divided into two large rooms. This space is set up with banquet rounds. When opened, this space accommodates up to 480 in banquet rounds. (A separate sound system with ceiling speakers is located in both large rooms. Each zone includes a large motorized projector and projection screen). Theatre seating will accommodate 700, but the facility currently only has 480 chairs. Extra chairs may be added by user.

The **Meeting Rooms** are configured in a traditional classroom format with instructor stations, whiteboards, projector wall screens, ceiling mounted projector and table/chairs. Meeting rooms will accommodate 32 in the traditional classroom format. Tables may be removed to accommodate up to 50 in theatre style. Some adjoining meeting rooms have flexible walls to open and accommodate a larger group of 64 or up to 100 in theatre style.

The **Communications Center** currently holds a computer lab in standard classroom set up with 24 available computers. Free wireless computer access is available throughout the facility.

The **Lobby/ Exhibit Hall** is a two-story open atrium-style area that serves as an informal gathering space ideal for registration, exhibits, receptions and suitable for small trade shows. Staff will work to meet programming needs while ensuring adequate traffic flow and minimizing noise disruption for all users.

For more options on equipment or services, please request an a la carte options handout. If other equipment or services are needed beyond what the FFA Enrichment Center can provide, these items may be brought in by a renting organization or group or rented from an outside vendor with approval of the FFA Enrichment Center staff. Equipment brought in or rented is the renters responsibility and not the responsibility of FFA Enrichment Center or DMACC if lost, broken or stolen. All outside equipment must be removed immediately following the event.

**Table and Chair Inventory:**

The FFA Enrichment Center provides the basic table and chairs to be used during the event. The Enrichment Center will reserve tables and chairs as they are requested. The Enrichment Center staff will try to accommodate set up for all rental parties the day of their event and will provide a list of Event Rental Companies to handle any additional needs clients may have. The following list is the FFA Enrichment Center’s inventory of chairs and tables:

**Black Chairs** (22” W, 13” L, & 32” Tall) – Conference Room: 480, Meeting Rooms: 32/room

**Round tables** (5’ diameter) – 60

**Classroom desks** – 96

**6’ tables** – 22

**8’ tables** – 5

**Facility Cancellation Policy:**

The client must notify FFA Enrichment Center Coordinator in writing or by email if it becomes necessary to cancel a reservation. The following timeline and cancellation fees will apply:

Cancellation Policy/ Cancellation Fee Percentage of Contract Total

61-90 days prior to event 20%

31-60 days prior to event 30%

16-30 days prior to event 40%

0-15 days prior to event 100%

**Food Service/Catering Policy:**

The FFA Enrichment Center allows “open catering” to all licensed caterers. A list of “Preferred Caterers” will be provided to renters. Our “Preferred Caterers” are familiar with the facility and our policies and provide excellent services, but renters are under no obligation to utilize the services of those Preferred Caterers. Any group wishing to bring its own food to the Center or take away from the Center a caterer’s food must sign a hold-harmless waiver provided by the FFA Enrichment Center Events Coordinator.

Our “Preferred Caterers” are charged 10% of their client billing to cater at the FFA Enrichment Center. Licensed caterers that are **not** part of our “Preferred Caterers” List will be charged 18% of their client billing. This allows the Enrichment Center to offer multiple catering options to its clients. This cost covers the use of the kitchen and facility. Caterers may choose to simply charge an additional fee to their client to cover this cost.

Arrangements for all catering details are to be made directly between the renting party and the caterer. A list of Catering Policies and Procedures will be provided to all caterers utilizing the facility. Cancellations regarding catering and food service are to be handled directly with the caterer; individual caterers’ policies will apply.

All caterers/renting parties must adhere by the following guidelines:

1. All users must sign in with the Events Coordinator upon arrival
2. Kitchen is returned to the state in which you found it
3. Wipe down all surfaces and appliances used including sinks, prep tables, refrigerator, freezer and warmers using cleaning materials provided by the Enrichment Center
4. Sweep and mop the floor
5. Remove all trash, leftover food and personal belongings
6. Remove all alcohol and containers at the conclusion of the event

Caterers and the renting party that fail to complete any of the listed items, and/or damage to any of our appliances or equipment and/or missing/stolen items from the kitchen area will result in an appropriate fee for the client to be determined by the FFA Enrichment Center staff. This additional fee will be deducted from the client’s security deposit. The Center notes the client may choose to seek reimbursement of this fee from the caterer depending on the circumstances. The FFA Enrichment Center is not liable for any injuries incurred while caterer and/or renting party is/are using the catering kitchen.

**FFA Enrichment Center Alcohol Policy:**

1. All state laws and local statutes regarding the possession, use and distribution of alcohol must be observed by all parties utilizing the Iowa FFA Foundation and/or the FFA Enrichment Center.
2. Only those persons of legal age to consume alcoholic beverages shall be served. Any individual may be asked to provide identification.
3. No alcohol shall be served at student-sponsored events.
4. Independent contractors may, upon sufficient proof of a liquor license and dram shop insurance in good standing, and the execution of a defend and hold harmless agreement to the Iowa FFA Foundation’s and/or the FFA Enrichment Center’s and Des Moines Area Community College’s benefit, sell and serve alcoholic beverages.
5. In the absence of such coverage as described in (4) above, beer, wine and other alcoholic beverages may only be served on a complimentary basis.
6. Beer is allowed to be served in aluminum cans or in a keg. **No bottles or other container shall be allowed for the sale or consumption of beer.**
7. All events at which alcoholic beverages are sold or served must be approved in advance in writing by the Iowa FFA Foundation and/or the FFA Enrichment Center Events Coordinator. Such authorization shall in no way constitute an admission of the Iowa FFA Foundation’s and/or the FFA Enrichment Center’s or Des Moines Area Community College’s liability or responsibility for claims which may arise out of such sale or service.
8. Whenever alcoholic beverages are served, non-alcoholic beverages also should be available.
9. Events of 100 or more attendees -- and at which alcohol will be served -- will require additional security, at the event sponsor’s expense, contracted through Securitas of the Des Moines Area community college and arranged through the FFA Enrichment Center Events Coordinator. Security is $50/hour.
10. Any violation of this policy will result in prosecution under Iowa law when applicable, as well as disciplinary action by the Iowa FFA Foundation and/or the FFA Enrichment Center as deemed appropriate by the Iowa FFA Foundation and/or the FFA Enrichment Center Committee.
11. All alcohol and containers must be removed by the renter at the conclusion of the event at which it is served. The renter must provide supervision of alcohol at all times. The Enrichment Center is not responsible for it.

**Event Liability Insurance:**

A certificate of liability insurance is required for all events where alcohol is present and/or for large events, as requested by the FFA Enrichment Center Events Coordinator in its sole discretion, and such certificate shall be provided to the FFA Enrichment Center. The certificate of liability insurance should name FFA Enrichment Center, Iowa FFA Foundation, and Des Moines Area Community College as additional insureds for the period of time the facility is being used and must cover General Liability/Personal Liability for $1 million per occurrence. The certificate of liability insurance must be received by the FFA Center Events Coordinator at least 48 hours prior to the event. See the “Event Liability Insurance” information attached to this Agreement.

**Conduct/Damages:**

The orderly behavior of attendees is the responsibility of the client in charge of the function according to full compliance with the rules and regulations. The client in charge assumes full responsibility of attendees and any hired entertainment.

Visiting groups will be responsible for restitution of all damages to the FFA Enrichment Center inflicted by their group. Both willful and accidental damages will be accessed and brought to the attention of the FFA Enrichment Center Events Coordinator. The Events Coordinator will report information about the damage when possible as well as repair/replacement costs.

**Indemnity; Limitation on Liability**

Renter hereby agrees to indemnify, defend, and hold harmless the Iowa FFA Foundation and Des Moines Area Community College and their respective officials, officers, directors, agents, employees, successors and assigns from and against any and all claims, damages, expenses, costs (including, without limitation, reasonable attorneys’ fees) and liabilities (collectively, “Claims”) arising or alleged to arise from (i) any breach of this Contract by Renter, (ii) any alleged or actual violation or infringement by Renter or its employees, agents, or contractors of any copyright or other intellectual property right of a third party in connection with the event or activities occurring at the event, (iii) the use or occupancy of the Center by Renter, its directors, officers, employees, agents, contractors, exhibitors, invitees, guests or patrons, and (iv) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Renter or any of its directors, officers, employees, agents, contractors, exhibitors, invitees, guests or patrons. Notwithstanding the foregoing, the obligations of Renter in this paragraph shall not apply to the extent the Claims arise out of the gross negligence or intentional misconduct of the Iowa FFA Foundation or Des Moines Area Community College or their employees or agents.

But for ADA compliance as specified herein below, the Center makes no warranty or representation to Renter of any kind, express or implied, regarding the suitability of or compliance with applicable laws by the premises, or any portion thereof, for any aspect of the use Renter expects or intends to make of the premises.

Renter agrees that the premises shall be delivered by the Center to the Renter “AS IS” and “WITH ANY AND ALL FAULTS” and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

The Center shall not be liable under any circumstances to the Renter or to any third party for any indirect, special, punitive or consequential damages, or loss of revenue or profits, arising in connection with this Contract, even if the Iowa FFA Foundation or Des Moines Area Community College has been advised of the possibility of such damages. Furthermore, the Center shall not be responsible or liable for any injury or death to person or loss or damages to property sustained by Renter, its employees, agents, exhibitors, contractors, or any other person claiming through Renter resulting from any condition, accident or occurrence in or upon the premises, unless such injury loss or damage is due to the gross negligence or intentional misconduct of the Iowa FFA Foundation or Des Moines Area Community College or their employees or agents.

This Indemnity; Limitation on Liability section shall survive any expiration or termination of this Contract.

**Allowable Signs/Decorations:**

All decorations must be approved and coordinated in advance with the Events Coordinator.

* Signs and/or decorations will not be allowed to be attached or hung on the walls or ceilings unless preapproved materials are used and approved by the FFA Enrichment Center Events Coordinator.
* Painters’ tape and Post-It flip chart pages are the only items that may be affixed to the wall.
* Nails, hooks, tacks, screws, bolts, and Command Hooks may not be used on any surface, wall, floor, or furnishings at the FFA Enrichment Center.
* **Helium balloons, confetti, glitter, fog machines, and bubble machines will not be permitted as decorations in the FFA Enrichment Center.**
* All posters and banners for outside use must be pre-approved by the Events Coordinator.
* All candles must be enclosed in a hurricane, votive, or floating in water.
* All decorations must be cleaned up and removed at the end of the event.

**Deliveries/Storage:**

The FFA Enrichment Center does not permit any deliveries to be made to the Center prior to the event date due to lack of storage space and liability concerns. All deliveries brought to the Center prior to the event date will be refused. The FFA Enrichment Center cannot assume any responsibility for items left by the caterer, rental company, or client.

**Closure of Premises/Weather Related Closures/Unforeseen Circumstances:**

In the event of impossibility of performance due to strikes, accidents, acts of God including, but not limited to, extreme winter weather and tornadoes, government regulation, civil disorder, curtailment or other emergencies that make it illegal, impossible, or extremely ill-advised to provide the FFA Enrichment facilities, this Contract will be terminated and the FFA Enrichment Center would only be liable for repayment of the deposit.

In the event of weather related closures in the area that do not make the Center’s performance illegal, impossible, or extremely ill-advised, upon the wishes of the client, the planned events will still be held as scheduled.

If the event must be postponed by the Renter due to an emergency situation, the event may be rescheduled without penalty on a space available basis. In such a case:

* Damage/Security Deposit will be transferred to the new booking
* Cancellations of postponed or rescheduled events will be subject to cancellation policy
* FFA Enrichment Center/DMACC is not liable for any costs incurred by the client as a result of postponement, rescheduling, or cancellation

**Smoking Policy:**

The FFA Enrichment Center is a non smoking facility. This facility is on DMACC property, therefore smoking is not allowed in cars, parking lots or outside of the facility. Individuals must leave the DMACC grounds to smoke.

**Parking/Security:**

Free parking is available to guests. Parking at FFA Enrichment Center is based on space availability. There are several free parking lots nearby the center within walking distance in case of over-flow parking needs. Fire, traffic and public safety requirements must be observed. Security is available 24/7. The number for security is 515-964-6500.

**ADA Accesibility:**

This facility is ADA compliant. Every effort will be made to accommodate accessibility needs.

**Address/Directions:**

**FFA Enrichment Center**

1055 SW Prairie Trail Parkway

Ankeny, IA 50023

**From Interstate 35 (I-35)**

Take I-35 either North or South to Ankeny.

Take the Oralabor Road exit (same as airport) & Go West

If you are coming from the north, this is a right turn

If you are coming from the south, this is a left turn.

After driving about 2 miles, you will run into South Ankeny Blvd.

Turn right onto South Ankeny Blvd.

Turn left on DMACC Blvd.

Turn right on SW Campus Court

**From Interstate 80 (I-80) in Des Moines**

Take the 2nd Avenue exit north (Highway 415).

Drive to Oralabor Road in Ankeny.

Turn right on Oralabor Road.

Turn left at the first stoplight—DMACC Blvd.

Turn left on SW Campus Court

I have thoroughly read and reviewed this FFA Renter’s Policies and Procedures Contract, as well as the Rental Agreement for the upcoming event. I agree to all the terms and conditions contained therein. The person signing below on behalf of the Renter represents and warrants he/she is authorized to enter into this contract on behalf of the Renter and bind the Renter to this contract.

|  |  |  |
| --- | --- | --- |
| **Renter:** |  | **FFA Enrichment Center** |
| (Print name of Renter) |  |  |
|  |  | **By:** |
| **By:** |  | (Signature) |
| (Print name of individual signing for Renter) |  |  |
|  |  | **Print Name:** Jennifer McTaggart |
| **Its:** |  |  |
| (Print title of individual signing for Renter) |  | **Its:** Events Coordinator |
|  |  |  |
|  |  | Date: |
| **Individual signs here on behalf of Renter** |  |  |
|  |  |  |
| **Date:** |  |  |