



**American Planning Association
Iowa Chapter Board Meeting**

Virtual Meeting Only (Zoom)
September 18, 2020
10:00 AM

American Planning Association
Iowa Chapter

Creating Great Communities for All

Join Zoom Meeting

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 843 9099 5084

Password: 034023

Find your local number: <https://us02web.zoom.us/j/84390995084>

Meeting Agenda

1.0 Call to Order

2.0 Roll Call

Officers:

| | |
|-----------------|-----------------|
| President- | Dylan Mullenix |
| Vice President- | Madeline Sturms |
| Past President- | Ben Champ |
| Secretary- | Bill Micheel |
| Treasurer- | Zach Young |

Executive Board Members:

| | |
|-----------------------------------|------------------|
| Professional Development Officer- | David Wilwerding |
| Planning Board Member- | Trina Flack |
| University of Iowa- | Charles Connerly |
| Iowa State University- | Francis Owusu |
| At-Large- | Charlie Nichols |
| At-Large- | Alexsis Fleener |
| At-Large- | Jim Holz |

Program Area Chairpersons

- | | |
|------------------------------------|-----------------------|
| • Chapter Development- | Chris Janson |
| | Anne Russett |
| • Professional Development- | Charlie Cowell |
| • Outreach/Advocacy- | Melissa Tiedemann |
| | Rose Schroder |
| • Legislative & Policy- | Steven Van Steenhuyse |
| | Emily Bothell |
| • Recognition/Awards Co Chairs- | Chris Shires |
| • Public Relations/Communications- | Liesl Seabert |

Liaisons (non-voting)

- | | |
|-------------------------------------|-----------------|
| • University of Iowa Graduate- | Leon Begay |
| • Iowa State University Undergrad- | Ashelyn Daniels |
| • Iowa State University Graduate- | Sarah Runkel |
| • County Planning/Zoning Officials- | Bret VandeLune |
| • Floodplain/Stormwater Management- | Mark Land |

3.0 Introduction and Welcoming of any Guests/Others

4.0 Approval of Agenda and Minutes

- 4.1 Approval of Agenda for Friday, September 18, 2020
- 4.2 Approval of Minutes of Friday, July 17, 2020 – *Attachment*

5.0 APA Iowa Membership Forum/Input

6.0 Business Items

6.1 Consideration of Approval of the Ottumwa 2021 APA-IA Conference Contract

7.0 Discussion Items

- 7.1 Chapter/Board Insurance
- 7.2 Diversity/Equity/Inclusion Committee Update
- 7.3 Policy and Advocacy Conference Update
- 7.4 2020 Upper Midwest Conference Update

8.0 Officers Reports

- 8.1 President (Mullenix)
- 8.2 Vice President (Sturms)
- 8.3 Immediate Past-President (Champ)
- 8.4 Secretary (Micheel)
- 8.5 Treasurer (Young)
 - 8.5.1 Chapter Treasurers Report- *Attachment* - Receive and Accept Report

9.0 Executive Board Reports

- 9.1 Professional Development Officer (Wilwerding)
- 9.2 Planning Board Member (Flack)
- 9.3 University of Iowa (Connerly)
- 9.4 Iowa State University (Owusu)
- 9.5 At Large Representatives (Holz/Nichols/Fleener)
- 9.6 Chapter Development Program (Janson/Russett)
- 9.7 Professional Development (Cowell)
- 9.8 Outreach/Advocacy Program (Schroder/Tiedemann)
- 9.9 Legislative and Policy Program (Van Steenhuyse)
- 9.10 Recognition/Awards Program (Bothell/Shires)
- 9.11 Public Relations/Communication Program (Seabert)
- 9.12 University of Iowa Graduate Program (Begay)
- 9.13 Iowa State University Undergraduate Program (Daniels)
- 9.14 Iowa State University Graduate Program (Runkel)
- 9.15 County Planning and Zoning Officials of Iowa (VandeLune)
- 9.16 Iowa Floodplain and Stormwater Management Association (Land)

10.0 Other Items Not on the Agenda

11.0 Upcoming Board meeting

November 20, 2020: Location - Zoom

12.0 Adjournment of Board Meeting

DRAFT Minutes
APA-IA Chapter Board Meeting
Friday, July 17, 2020

1.0 Call to Order

President Dylan Mullenix called the meeting of the American Planning Association Iowa Chapter to order at 10:00 am during a virtual meeting using Zoom as a result of social distancing recommendations due to coronavirus.

2.0 Roll Call

Executive Board

Officers

| | | |
|----|-----------------|----------------|
| + | Dylan Mullenix | President |
| + | Madeline Sturms | Vice President |
| + | Ben Champ | Past President |
| NP | Bill Micheel | Secretary |
| + | Zach Young | Treasurer |

Professional Development Officer

| | | |
|----|------------------|--|
| NP | David Wilwerding | |
|----|------------------|--|

Planning Board Member

| | | |
|----|-------------|--|
| NP | Trina Flack | |
|----|-------------|--|

University Representatives

| | | |
|----|------------------|-----------------------|
| + | Charles Connerly | University of Iowa |
| NP | Francis Owusu | Iowa State University |

Program Area Chairs

| | | |
|---|-----------------------|-----------------------------------|
| + | Chris Janson | Chapter Development |
| + | Anne Russett | Chapter Development |
| + | Chris Shires | Professional Development |
| + | Melissa Tiedemann | Outreach / Advocacy |
| + | Rose Schroder | Outreach / Advocacy |
| + | Steven Van Steenhuyse | Legislative & Policy |
| + | Charlie Cowell | Recognition / Awards |
| + | Emily Bothell | Recognition / Awards |
| + | Liesl Seabert | Public Relations / Communications |

At-Large Members

| | | |
|---|-----------------|--|
| | Charlie Nichols | |
| + | Alexsis Fleener | |
| + | Jim Holz | |

Liaisons (non-voting)

| | | |
|----|----------------------|-------------------------------------|
| + | Leon Begay | University of Iowa Graduate |
| + | Julia Hertaus/Ashlyn | Iowa State University Undergraduate |
| + | Sarah Runkel | Iowa State University Graduate |
| NP | Bret VandeLune | County Planning / Flood Officials |
| NP | Mark Land | Floodplain / Stormwater Management |

20 (of 21) - Voting Members Present (notated "+") (12 required to achieve quorum)

3.0 Introduction and Welcoming of Any Guests/Others

Dylan Mullenix asked if there were any guests and Ashlyn Daniels made an introduction as Julia's replacement starting in the fall.

4.0 Approval of Agenda and Minutes

4.1 Approval of Agenda for Friday, July 17, 2020.

Motion by Young, seconded by Holz. Unanimous Approval.

4.2 Approval of the Minutes, as read, from Friday, May 15, 2020.

Motion by Sturms, seconded by Holz. Unanimous Approval.

5.0 APA Iowa Membership Forum/Input

Mullenix opened the floor for membership input. No discussion.

6.0 Business Items

6.1 Consideration of appointment of Ashlyn Daniels as the ISU Undergraduate Liaison

Motion by Van Steenhuyse, seconded Sturms, Unanimous Approval.

6.2 Consider approval of structure for Year Long Sponsorships

Kristina described that the purpose was to provide some virtual benefits to replace the live benefits. The Virtual benefits continue past the conference. Sturms asked if there is a reason that consultants would only want to sponsor the conference and not all yearlong. Several consultants indicated that would be a good idea. Holz asked what a "virtual exhibitor booth" would look like. Kristina provided a description of the App, which is a platform for displaying vendor content.

Shires indicated that all conference sponsorships should be converted to a yearlong sponsorship for this year and we should not create another conference only sponsorship level. Further, Shires explained that the sponsorship rates will go up next year for a yearlong sponsorship (assuming we hold an in person conference) and the rates for this year will be the conference only sponsorship rate.

Motion by Young, seconded by Schroder, Unanimous Approval.

6.3 Consider approval of 2020 Upper Midwest Joint Virtual Conference

Mullenix explained that this is a Memorandum of Understanding with the Minnesota and Wisconsin APA Chapters. Mullenix explained that there are a few issues that still need to be sorted out and outlined a few options to approve today, give the Officers the authority to approve the agreement once it is complete on the 5th of August after the meeting with the two other chapters.

Mullenix reviewed the draft MOU, which he explained, outlines what each Chapter's responsibilities are and how the conference revenue will be captured by each Chapter. Mullenix added that an open question is how the revenue from the sponsorships will be divided up.

Russett suggested adding a Young Professional Rate for recent graduates of \$25.00. Consensus was formed to add the rate.

Shires made a motion to grant the Officers to approve the MOU on August 5th, assuming that an agreement can be reached with the two other Chapters. Russett seconded. Unanimous Approval.

Mullenix explained that a deal has been made with the Events Center in Des Moines and a possibility exists to apply \$1000 to the event in Des Moines at the Events Center next year. The group agreed to move forward with this plan.

Bothell added that the student poster contest is cancelled for this year.

Fleener indicated that the Chapter will move forward with the Mentor Match opportunity at the Conference.

7.0 Discussion Items

7.1 Discuss Chapter Response to BLM/Discuss Equity in Planning

Russett indicated that the purpose for the discussion was to talk about what members are doing in reaction to the movement and acknowledge that the work we do as planners has contributed to the current situation. Mullenix indicated that the Officers discussed the issue and an idea was discussed to put together a professional development series surrounding the movement (i.e. implicit bias training, Undesign the Redline, others).

Mullenix indicated that Iowa APA needs to make efforts to be more inclusive across the board and was discussed in recent strategic planning. Russett and Cowell will coordinate a series.

7.2 Fall Semester University APA/AICP Awareness & Recruitment Even

Runkel explained that ISU did an APA event in the spring that was successful and ISU has expressed a desire to continue that each semester. Schroder, Sturms, and Connerly indicated that they would be willing to help organize.

8.0 Officers Reports

8.1 President (Mullenix)

Mullenix outlined the breakdown of the membership in the APA Divisions focused on equity and inclusion.

8.2 Vice President (Sturms)

Sturms discussed the indicated that the recent Planning on Tap included Sustainability Coordinators from Des Moines, Cedar Rapids, and Iowa City and it was very successful.

8.3 Immediate Past-President (Champ)

No report.

8.4 Secretary (Micheel)

No report.

8.5 Treasurer (Young)

8.5.1 Chapter Treasurers Report – Attachment- Receive and Accept Report

Motion to receive and file the report by Schroder, seconded by Russett

9.0 Executive Board Reports

9.1 Professional Development Officer (Wilwerding)

No report.

9.2 Planning Board Member (Flack)

No report.

9.3 University of Iowa (Connerly)

Connerly explained that the program is now called the School of Planning and Public Affairs and indicated that 3 or 4 Field Problems projects will occur this school year. The majority of classes will be taught online this year.

9.4 Iowa State University (Owusu)

No report

9.5 At-Large Representative (Holz/Nichols/Fleener)

No report.

9.6 Chapter Development Program (Janson/Russett)

No report.

9.7 Professional Development (Cowell)

No report.

9.8 Outreach / Advocacy Program (Schroder/Tiedemann)

No report.

9.9 Legislative and Policy Program (Van Steenhuyse)

Van Steenhuyse discussed legislation passed during the legislative session.

9.10 Recognition / Awards Program (Cowell/Bothell)

No report.

9.11 Public Relations / Communication Program (Seabert)

Seabert explained that the next newsletter is coming out in October after the Conference.

9.12 University of Iowa Graduate Program (Begay)

No report.

9.13 Iowa State University Undergraduate Program (Hertaus)

No report.

9.14 Iowa State University Graduate Program (Runkel)

No report.

9.15 County Planning and Zoning Officials of Iowa (VandeLune)

No report.

9.16 Iowa Floodplain and Stormwater Management Association (Land)

No report.

10.0 Other Items Not on the Agenda

11.0 Upcoming Board Meetings

The July meeting is scheduled for Friday the 18th of September at 10 a.m. Location - Zoom

12.0 Adjournment of the Board Meeting

Mullenix adjourned the meeting.

Dylan Mullenix, AICP
President

Date: _____

Madeline Sturms, AICP
Vice President

Date: _____

| | |
|-------------|---------------------------|
| Venue Name: | Bridge View Center |
|-------------|---------------------------|

(For the purpose of these Terms and Conditions, "VENUE" shall mean the Bridge View Center, managed by VenuWorks of Ottumwa, LLC, an independent contractor retained by City of Ottumwa, to manage the Bridge View Center.)

1.0 BUILDING CONTROL

1.1 CONTROL OF FACILITY: In occupying the building, property and/or grounds at VENUE, the CLIENT understands that VENUE does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.

1.2 RIGHT OF ENTRY: Duly authorized representatives of VENUE may enter and/or be present within the VENUE premises, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of VENUE.

1.3 NON-EXCLUSIVE RIGHT: VENUE shall retain the right to use any portion of the facility not covered by this Agreement. VENUE also retains the right to re-enter or use any portion of its facility which becomes vacant for sufficient time to warrant doing so. VENUE shall retain the proceeds from all such actions.

1.4 INTERRUPTION OR TERMINATION OF EVENT: VENUE shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause, the termination of such performance when, in the sole judgment of VENUE, such act is necessary in the interest of public safety.

1.5 EVACUATION OF FACILITY: Should it become necessary in the judgment of VENUE to evacuate the premises because of a bomb threat or for other reasons of public safety, the CLIENT will retain possession of the premises for a sufficient time to complete presentation of activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, VENUE charges shall be forfeited, prorated, or adjusted at the discretion of the VENUE based on the situation, and the CLIENT hereby waives any claim for damages or compensation from the VENUE.

1.6 DEFACEMENT OF VENUE FACILITY: CLIENT shall not alter, add to, deface, repair and/or change facilities and grounds in any manner whatsoever, except with the prior written consent of VENUE. The facilities and grounds shall be maintained and vacated, as and when required, in as good condition as they were upon entry of CLIENT therein, reasonable wear and tear excepted. If VENUE and CLIENT agree to alter any VENUE facilities in any way, CLIENT shall be solely responsible for the cost of restoration.

1.7 DAMAGES: CLIENT agrees to pay upon demand for all damage and/or injury done to VENUE facilities and personnel by CLIENT, by CLIENT'S associated staff and crew, by CLIENT'S artist(s) and client(s), and by CLIENT'S patrons. VENUE reserves the right to retain and apply the deposit and box office receipts (if deposit is not sufficient) for such damage and/or injury, notice thereof having been given to CLIENT. VENUE will provide detailed billing and accounting to CLIENT when needed restoration or replacement of damaged items is completed; or, in the case of injuries to personnel, when the total cost associated with the injury is compiled.

1.8 LOST ARTICLES: VENUE shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or

Venue Initials_____Date_____

Client Initials_____Date_____

entertainment given or held in the premises, and the CLIENT or any person in the CLIENT'S employ shall not interfere with the collection or custody of such articles.

1.9 ANNOUNCEMENTS: VENUE reserves the right to make announcements or display signage during the period of this Agreement, which would relate to future attractions and commercial messages. VENUE is also entitled to make such announcements as VENUE may deem necessary at any time in the interest of public safety. CLIENT agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements. VENUE reserves the right to display posters, banners and announcements, and to distribute literature concerning any activity it deems worthy.

1.10 SIGNS AND POSTERS: CLIENT will not post or allow to be posted any signs, cards, banners or posters except upon such display areas as VENUE may provide or designate. Use of such areas is a non-exclusive right. All material is subject to approval by VENUE. By such approval, however, VENUE does not accept any responsibility in any manner for content. VENUE will remove any unauthorized signs at the CLIENT'S expense.

1.11 OPEN HOURS: Doors shall be opened for event in accordance with advertised times, VENUE policy, and State Law.

1.12 INTERMISSIONS: CLIENT agrees that every public performance, which is not staged within a single hour, will have an intermission period of not less than ten (10) minutes, excepting religious services or other engagements specifically excluded. VENUE reserves the right to assess a fee in advance, or a penalty after the fact, if an intermission is not held due to an act or omission of CLIENT, CLIENT'S associated staff, crew, artists, clients, or guests.

1.13 OBJECTIONABLE PERSONS: VENUE reserves the right to refuse admission to, eject, or cause to be ejected from the premises any objectionable person or persons; and neither the VENUE nor any of its officers, agents, or employees shall be liable to CLIENT for any damages that may be sustained by CLIENT through the exercise by VENUE of such right.

1.14 SECURITY: VENUE will exercise all reasonable care to safeguard property of the CLIENT while in the facilities. However, VENUE shall assume no responsibility whatsoever for any property placed in VENUE facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of VENUE facilities or any part thereof under this agreement. All security or other protective service(s) desired by CLIENT must be arranged for and by special agreement with VENUE.

1.15 MIXER/CONTROL SEATS: VENUE reserves the right to hold 112 seats until the day of the performance for the use of a mixer board(s) for a sound or a light system. The seats will be released for sale after it has been confirmed by VENUE management that these seats shall not be needed for mixing.

1.16 OTHER USE OF BUILDING: VENUE reserves the right to rent other parts of the VENUE at the same time as the rental of the designated space(s) to CLIENT and VENUE reserves the use of the lobbies, hallways, vestibules, ticket office, lounges, and other public rooms and facilities as VENUE deems fit, provided that such use does not unreasonably interfere with use of the premises by the CLIENT. CLIENT has no right to enter or use the areas in the building comprising the administrative offices of VENUE, the mechanical rooms, the ticket office, or any other areas except as designated by VENUE.

Venue Initials_____Date_____

Client Initials_____Date_____

2.0 SERVICES PROVIDED

2.1 HEAT, LIGHT, UTILITIES: During the period of this agreement, VENUE will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. VENUE will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor and supervision.

2.2 ADDITIONAL SPACE: Available dressing rooms, office space and storage space will be provided by VENUE at the sole discretion of VENUE, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.

2.3 ADDITIONAL SERVICES AND STAFFING: All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by VENUE and be considered reimbursable costs payable to the VENUE by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers.

2.3.1 In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to VENUE. VENUE retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the VENUE shall remain employees of the VENUE and will be under direct VENUE staff supervision.

2.4 CONTRACT SERVICES: VENUE reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by VENUE for services not available from VENUE.

2.5 CATERING: All catering must be performed by VENUE's in-house caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.

3.0 EVENT REQUIREMENTS

3.1 TALENT CONTRACT: The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to VENUE upon demand a copy of said contract with the performer(s).

3.2 PRODUCTION REQUIREMENTS: CLIENT agrees to furnish VENUE with detailed production and house requirements and/or information for CLIENT's use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT's use of space(s). VENUE requires advance information in order to schedule the appropriate personnel and equipment for CLIENT's use of space(s) and to compile expense estimates.

3.3 EQUIPMENT AND UTILITIES: VENUE will provide equipment and utilities presently owned by VENUE at CLIENT's expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. VENUE reserves the right to operate/control all equipment and utilities used for CLIENT's event.

3.4 CLIENT PROVIDED EQUIPMENT: CLIENT warrants that all equipment brought into VENUE shall be in good working order and meet applicable safety regulations. CLIENT

Venue Initials_____Date_____

Client Initials_____Date_____

accepts responsibility for proper and safe operation, supervision and guarding of its equipment.

3.5 PRODUCTION CONSULTING: VENUE will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon VENUE employees.

3.6 SCHEDULE: VENUE agrees that all load-ins, set-ups, take-downs, load-outs, and any other work calls shall be scheduled at times specified by VENUE unless CLIENT has specific schedule obligations from other contract agreements that may pertain to CLIENT's use of VENUE. In the absence of any such obligations and/or waivers, all take-downs and load-outs shall take place immediately following CLIENT's use of space(s). Should CLIENT fail to fulfill the obligations of the schedule as specified, then VENUE may remove and store all equipment and/or property belonging to CLIENT at CLIENT's expense and risk.

3.7 AUTHORIZED AGENT: An authorized representative of the CLIENT, with decision-making capabilities, must be on the premises in and/or available to the space(s) being used by CLIENT for the duration of any load-in, set-up, rehearsal(s), performance(s), take-downs, and load-out of all scheduled events, unless prior arrangements have been made with the appropriate staff of VENUE.

3.8 PUBLIC ADDRESS SYSTEM: VENUE shall furnish, at CLIENT expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by VENUE.

3.9 ADDITIONAL EQUIPMENT: If CLIENT requires additional production, stage, shop, house, and other building equipment beyond what is considered "in-house," then VENUE can and/or will rent or procure such equipment and charge to CLIENT any cost associated with obtaining such equipment with an added fifteen percent (15%) service charge. If CLIENT declines to have VENUE obtain such equipment, then CLIENT must coordinate the use of any outside services with VENUE. The intent of the foregoing is to ensure both parties that outside services are compatible with VENUE policies and facilities.

3.10 TRANSPORTATION: All transportation of CLIENT equipment and personnel required for this event shall be the responsibility of the CLIENT.

3.11 CLOSED CIRCUIT TELEVISION EQUIPMENT: CLIENT agrees to provide primary and back-up projection units for all closed-circuit television events, said units to be in place and tested in the facility no less than four hours before the scheduled event time.

3.12 NOTIFICATION: It is the obligation and responsibility of CLIENT to timely inform the artist's management and/or client(s) contracted with CLIENT of any and all general conditions, restrictions and policies specified in this Agreement. VENUE shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if CLIENT's artist and/or client(s) is or was not aware of VENUE's restrictions and policies.

4.0 INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

4.1 CLIENT must be named as the Insured on all Certificates of Insurance provided to **VENUE**.

4.2 CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because

Venue Initials_____Date_____

Client Initials_____Date_____

of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the CLIENT's operations or occupancy under this Agreement, whether such operations be by CLIENT or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

4.3 CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide VenuWorks of Ottumwa, LLC; City of Ottumwa; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

4.3.1 Comprehensive General Liability: \$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

4.3.2 Comprehensive Automobile Liability: \$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

4.3.3 Participants Liability: CLIENT agrees that if event is a contact sport, CLIENT will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

4.4 Worker's Compensation: CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

4.4.1 Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of VENUE, and CLIENT shall secure and provide VENUE with a Certificate of Insurance on a form approved by VENUE, which shall demonstrate compliance by CLIENT with these insurance requirements.

4.4.2 The CLIENT shall defend, indemnify and hold harmless the VENUE and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the CLIENT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the CLIENT, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the CLIENT, its agents, employees, or subcontractors.

Venue Initials_____Date_____

Client Initials_____Date_____

4.4.3 In any and all claims against the VENUE or any of its agents or employees by any employee of the CLIENT, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the CLIENT or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

4.5 The VENUE and CLIENT hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

4.6 A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the VENUE not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder, or CLIENT shall forfeit its rights under this Agreement.

5.0 SHIPPING AND STORAGE

5.1 SHIPMENTS: CLIENT shall not direct shipments to VENUE prior to the first set-up day as listed on the face of this Agreement without advance written permission of VENUE. VENUE reserves the right to refuse CLIENT's shipments prior to said date.

5.2 STORAGE: CLIENT assumes all responsibility for any goods or materials which may be placed in storage with VENUE before, during or after event.

5.3 CLIENT PROPERTY: VENUE will accept delivery of property addressed to CLIENT only as a courtesy to CLIENT and CLIENT hereby releases and agrees to hold harmless and indemnify the VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Ottumwa, LLC; City of Ottumwa; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for loss of, or damage to, including, but not limited to destruction of such property in the receipt, handling, care or custody of such property at any time. CLIENT further agrees to indemnify and hold harmless all of the aforesaid indemnifies from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction of such property on the premises of VENUE. Under no circumstances shall the VENUE or any of the aforesaid indemnifies be considered a bailee of such property at any time, for any reason.

6.0 SETTLEMENT

6.1 TICKET RECEIPTS: All ticket receipts will remain under the control of the VENUE or its designated ticket agency until final settlement has been concluded. VENUE will make no advance payments of any portion of ticket receipts to CLIENT under any circumstances.

6.2 SETTLEMENT DATE AND TIME: Settlement shall occur on the final day of this Agreement or no later than thirty (30) days following presentation of the final billing and shall consist of VENUE remittance to CLIENT all ticket office receipts, less VENUE charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this Agreement. If all reimbursable expenses are not known at the time of settlement, the VENUE shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to CLIENT with final settlement statement as soon thereafter as possible. CLIENT waives all rights to that portion of the Ticket Office receipts necessary to pay ACTUAL costs accrued by VENUE. Where no Ticket Office receipts are involved, VENUE shall present to CLIENT a statement of expenses and either: (1) collect payment of expenses beyond sum of advance payments; or (b) return to CLIENT the unused portion of advance payment.

Venue Initials_____Date_____

Client Initials_____Date_____

6.3 METHOD OF PAYMENT: All VENUE payments of ticket proceeds are made by VENUE check. If cash is required as part of the settlement, requests must be made in writing to VENUE at least three (3) working days before the event.

6.4 DEDUCTIONS: CLIENT shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, that VENUE may withhold and pay any taxes collected by it on behalf of CLIENT which VENUE deems its responsibility to collect and pay, including, but not limited to, State Sales Tax.

6.5 COPYRIGHTS: CLIENT will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. CLIENT shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Global Music Rights (GMR), and other similar licenses for the entertainment and/or activity and shall provide (upon request) written proof of licenses to VENUE; failure to provide such proof will be cause for VENUE to collect and make payment of license fees on behalf of CLIENT. CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Ottumwa, LLC; City of Ottumwa; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein from any and all claims, lawsuits, litigation, judgments, costs, royalties or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above.

6.6 REGULATIONS AND PERMITS: CLIENT agrees that CLIENT and all CLIENT's associated staff, crew, artists, agents and clients connected with CLIENT's use of VENUE building and/or grounds shall abide by and conform to all federal, state and local laws, rules and regulations and by all facility rules and regulations as provided by VENUE; and VENUE will require that its agents or employees likewise so comply. CLIENT agrees to acquire and pay for all necessary licenses and permits.

6.7 ADA: CLIENT agrees to abide by and conform to the Americans with Disabilities Act. CLIENT shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the CLIENT's event(s) defined herein.

6.8 AGREEMENT TO QUIT PREMISES: CLIENT agrees to quit premises no later than the end term of this Agreement and further agrees to leave premises in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof only excepted. CLIENT agrees that all materials pertinent to the event which are not in the possession of VENUE will be removed from premises before the expiration date of this Agreement. The VENUE shall be authorized to remove at the expense of the CLIENT all material remaining on the premises on the termination date of this Agreement. CLIENT shall be responsible for payment of storage costs for such materials, and CLIENT agrees VENUE shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision. CLIENT agrees that VENUE will have first lien on such materials for payment of costs accrued for removal and storage.

6.9 SHARING STATISTICS WITH TRADE PUBLICATIONS: It is the desire of VENUE to submit ticket counts and gross box office receipts for all touring non-sporting events and non-family entertainment to Pollstar, Venues Today and any/all other trade publications as VENUE deems necessary. CLIENT must notify VENUE in writing prior to the end of the event if these statistics are not permitted to be published, and in so doing notify VENUE if CLIENT will be submitting these stats to the trades on their own. VENUE may still send the information anonymously at the end of the year as each trade permits.

Venue Initials_____Date_____

Client Initials_____Date_____

7.0 ADVERTISING

- 7.1 LOGO:** The VENUE logo and name must appear in all print event advertising.
- 7.2 HONEST AND TRUE:** CLIENT agrees that all advertising of this event will be honest and true and will include correct information on event times, ticket prices and place of event.
- 7.3 EVENT ADVERTISING:** CLIENT shall provide VENUE with copies of all advertising and media releases relating to the event(s) described herein at least two business days in advance of the placement or release of said materials. CLIENT agrees to discontinue and/or correct any advertising and announcements of the entertainment and/or activity being presented by CLIENT which VENUE determines, in its sole discretion, to be dishonest, misleading, untruthful, containing incomplete information, damaging to the reputation of VENUE or which does not accurately convey the date(s) of such entertainment and/or activity, the type of admission (general or reserved seating) and the correct ticket price(s). VENUE and CLIENT mutually agree to determine the time at which CLIENT'S event will be announced and/or released to the public.
- 7.4 SALES AND USE OF ADVERTISING SPACE:** All advertising space on VENUE premises is the exclusive property of and subject to control by VENUE, and all receipts therefrom shall accrue to VENUE. No advertising by CLIENT shall be permitted, except by prior written permission of VENUE.
- 7.5 ADVERTISING BILLING:** The VENUE will charge CLIENT gross rate less any applicable discount according to the Schedule of User Fees in force on the date of the event covered by this Agreement for advertising placed by VENUE on behalf of CLIENT. The VENUE will not pay for advertising of an event which has been placed directly by CLIENT without prior approval by VENUE and written authorization from CLIENT.
- 7.6 STATEMENT OF EVENT SPONSORSHIP:** The use of VENUE facilities by any organization, individual or group of individuals does not in itself constitute endorsement by VenuWorks, Inc. or City of Ottumwa, of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those using VENUE facilities are forbidden to express or imply such endorsement in any of the programs or performances carried on in the facilities or in advertising or promotion associated with such events. A statement of true event sponsorship must appear in all advertisement of this event. The VENUE reserves the right to withhold its name or logo from any advertisement, if used in any way other than for place of event.
- 7.7 OTHER EVENTS:** VENUE reserves the right to distribute to the audience announcements and literature concerning any upcoming attractions.

8.0 BROADCAST RIGHTS

- 8.1** The VENUE reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from the VENUE facility during the term of this agreement. Should the VENUE grant to CLIENT such privilege, VENUE has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

9.0 MEDIA COVERAGE

- 9.1** The VENUE will honor requests from working media and photographers to photograph portions of the CLIENT's event, subject to reasonable and proper restrictions, unless specifically prohibited by the CLIENT.
- 9.2** The VENUE reserves the right to use photographs of, and references to, the event,

Venue Initials_____Date_____

Client Initials_____Date_____

subject to reasonable and proper restrictions, for promotion of VENUE and/or archival purposes.

10.0 PUBLIC SAFETY

10.1 CLIENT shall at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with VENUE to ensure such safety.

10.2 All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities on premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose other than ingress or egress to and from the premises.

10.3 CLIENT agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute hazard to property thereon without the prior approval of VENUE. VENUE shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.

10.4 CLIENT and its invitees are prohibited from bringing firearms of any kind into the VENUE, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

11.0 CANCELLATION

11.1 RIGHT TO CANCEL: VENUE reserves the right to terminate this Agreement for good cause which shall not include subsequent scheduling of a preferred event.

11.1.1 Should CLIENT default in the performance of any of the terms and conditions of this agreement, VENUE at its option may terminate the same.

11.1.2 VENUE reserves the right to cancel this Agreement if it receives evidence that the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at VENUE.

11.1.3 In the event VENUE does terminate this Agreement the CLIENT shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should VENUE exercise said right to terminate this Agreement, CLIENT agrees to forego any and all claims which might arise by reason of the terms of this Agreement and CLIENT shall have no recourse of any kind against VENUE.

11.1.4 CLIENT acknowledges that the COVID-19 pandemic is an ongoing and unpredictable public health emergency, which could impact the licensed premises. Should unforeseen impacts of the COVID-19 pandemic prevent VENUE from performing its obligations under this agreement, the CLIENT's obligation to pay the rental fees and any other obligations under this agreement shall be excused, and the CLIENT's sole remedy shall be a refund in full of any advance rental fees or deposits paid. The CLIENT thus assumes all risks of such impacts in entering this agreement and hereby releases and waives any claims against the VENUE for any losses, costs, or incidental and consequential damages sustained or incurred by the CLIENT as a result of COVID-19 related closures or delays. Decisions as to whether licensed premises are available with respect to health and COVID-19 issues are up to the sole discretion of the VENUE.

Venue Initials_____Date_____

Client Initials_____Date_____

11.2 CANCELLATION BY CLIENT: If CLIENT shall cancel for any reason other than those set forth in Section 12.8, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then VENUE shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by VENUE in connection with the event.

11.3 CANCELLATION: In the case of any cancellation of any performance and/or activity, the CLIENT shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by CLIENT as determined by VENUE in its reasonable discretion, VENUE reserves the right to make such announcements at the expense of CLIENT.

12.0 ADHERENCE TO CONTRACT TERMS

12.1 ALTERATION: Any alterations to this agreement must be agreed to and initialed by both parties prior to signing.

12.2 RETENTION OF VENUE PRIVILEGES: Failure of VENUE to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of VENUE's right thereafter to enforce the same strictly.

12.3 NON-ASSIGNMENT: CLIENT will not assign, transfer or subject this Agreement or its right, title or interest therein without VENUE's prior written approval.

12.4 SUIT TO ENFORCE: Should VENUE institute a suit or other action against CLIENT as a result of CLIENT's failure to comply with any terms of this Agreement, VENUE shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.

12.5 COURT ACTION: If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this Agreement. The parties agree that the provisions of this Agreement are to be deemed severable in the event of any judicial determination of partial invalidity.

12.6 INTERRUPTIONS AND CANCELLATIONS: VENUE may without liability refuse to perform any obligation(s) otherwise arising under this Agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of the VENUE or CLIENT with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by VENUE in its sole reasonable discretion.

12.7 APPROVAL OF CONTRACT: It is agreed that this Agreement will not be in force until it has been signed by both parties.

12.8 UNAVOIDABLE HAPPENING: In the event that (a) VENUE or any portion thereof shall be destroyed or damaged by fire or any other cause so as to prevent the use of the premises for the purposes and during the periods specified herein, (b) if the premises cannot be so used because of strikes, acts of God, national emergency or other cause beyond the control of VENUE, then this Agreement shall terminate and the CLIENT hereby waives any claim against VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Ottumwa, LLC; City of Ottumwa; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for damages or compensation by reason of such termination

Venue Initials_____Date_____

Client Initials_____Date_____

except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by VENUE to the CLIENT. This clause shall be invoked at discretion of VENUE.

12.9 INDEMNITY: CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Ottumwa, LLC; City of Ottumwa; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this Agreement arising from any activity undertaken by CLIENT or by VENUE or their employees or agents in performance of any terms, conditions, or promises under this Agreement for the use of facilities leased or services obligated hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of VENUE for which VENUE similarly agrees to indemnify CLIENT. No claim or litigation shall be settled without prior written approval of VENUE.

12.10 DISCRETIONARY MATTERS: It is agreed that any matters not expressly incorporated in this Agreement will be at the discretion of VENUE.

12.11 STATE LAW: The validity, construction and effect of this contract shall be governed by the laws of the State of Iowa.

13.0 CIVIL RIGHTS

13.1 CLIENT agrees not to discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

14.0 COMPLETE AGREEMENT

14.1 All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation of promise of any of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this contract.

Venue Initials_____Date_____

Client Initials_____Date_____

VENUE USE AGREEMENT



| | |
|---|---------------------------|
| Venue Name: | Bridge View Center |
| 102 Church Street Ottumwa, IA 52501 641.684.7000 http://www.bridgeviewcenter.com/ | |

2021 APA Iowa Chapter Annual Conference

10/12/22 - 10/14/22

Event #6571

This Agreement, entered into this 11/14/19 by and between Bridge View Center, managed by VenuWorks of Ottumwa, LLC, an independent contractor retained by City of Ottumwa to manage Bridge View Center, hereinafter referred to as "**VENUE**" and:

**American Planning
Association - Iowa
Chapter**

Attention: Sturms,
Madeline

City of Pleasant Hill
5160 Maple Drive, Suite A
Pleasant Hill, Iowa 50327

Cell: 515-777-5660

E-Mail: msturms@pleasanthilliowa.org

Hereinafter referred to as "**CLIENT**."

It is understood and agreed that the term **VENUE** will, throughout the conditions of this Agreement, refer to the duly appointed manager of Bridge View Center, VenuWorks of Ottumwa, LLC

CLIENT warrants that said use is for the following and no other purpose:

**2021 APA Iowa Chapter
Annual Conference**

Spaces utilized for the above stated purpose will be as follows:

Payment for spaces utilized for the above stated purpose will be as follows:

**as indicated on the attached **BOOKING
ACKNOWLEDGEMENT**, hereby incorporated as part of
this Agreement**

CLIENT agrees to pay all reimbursable expenses required for the completion of this event according to the attached **Booking Acknowledgement** in force on the date of this event. **CLIENT** is required to provide, on demand of **VENUE**, documentation of qualification for NON-PROFIT status as it may relate to this

VENUE USE AGREEMENT



Agreement.

CLIENT agrees to pay deposit with the return of this signed agreement as **NON- REFUNDABLE DEPOSIT**. Thereafter, **CLIENT** agrees to make additional non-refundable deposit with **VENUE** at address on this Agreement, of such sums as **VENUE** feels are necessary to cover those costs which **VENUE** would encounter on behalf of **CLIENT** in relation to the event, and to make such payment by certified check payable to Bridge View Center. **VENUE** agrees that such demand will not be made more than twenty (20) days prior to the first date of the event described herein.

INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

CLIENT must be named as the Insured on all Certificates of Insurance provided to **VENUE**.

CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors in such form was will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT's** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the VENUE, VenuWorks of Ottumwa, LLC, City of Ottumwa; **VenuWorks, Inc.**; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Comprehensive General Liability:

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

Participants Liability:

CLIENT agrees that if event is a contact sport, **CLIENT** will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

Worker's Compensation:

CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation of **VENUE**, and **CLIENT** shall secure and provide **VENUE** with a Certificate of Insurance on a form approved by **VENUE**, which shall demonstrate compliance by **CLIENT** with these insurance

VENUE USE AGREEMENT



requirements.

Indemnification:

The **CLIENT** shall defend, indemnify and hold harmless the **VENUE** and its agents and employees; VenuWorks of Ottumwa, LLC, City of Ottumwa, VenuWorks, Inc; from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

The **VENUE** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **VENUE** not later than thirty (30) days prior to the date of initial occupancy hereunder, or **CLIENT** shall forfeit its rights under this Agreement unless later date is approved by **VENUE**.

Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **VENUE** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **VENUE** for full payment of the actual costs billed to the event.

ADDITIONAL COVENANTS

Food & Beverage:

The **VENUE** allows only food provided by **VENUE** for use in the **VENUE**. Non-alcoholic beverages will be supplied by **VENUE** with advance notice. All beverages (alcoholic and non-alcoholic) will be provided by **VENUE**.

Novelties

CLIENT retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to Event. **VENUE** will receive 30% of all sales net of taxes. All revenues net of payment of the commission shall belong to **CLIENT**.

Smoke-Free:

The **VENUE** has a smoke-free environment policy that is enforced in all areas of the **VENUE**. This applies to all attending the event as well as any vendors or personnel hired, such as DJ's, entertainment or other personnel.

Helium:

Helium balloons are not allowed in any part of the **VENUE** without a previously signed Waiver. **CLIENT** will be responsible for damages that may occur and charges that are incurred for retrieving, removing and cleaning the area affected by the balloon activity. Helium tanks are not allowed at any time in the **VENUE**.

Glitter/Confetti:

Glitter and/or confetti are not allowed in any part of the **VENUE**. Should this policy not be followed an additional and appropriate charge will be added to the final billing for the clean up of this material.

Fire/Open Flame:

The **VENUE** allows no open flame in any part of the facility. Special arrangements must be approved in writing by the **VENUE** and shall include that all candles must be enclosed in hurricane lamps, votive holders or such.

VENUE USE AGREEMENT



Sales Tax:

Client will pay all applicable taxes as required by state or local statute.

Information/requests:

Information/requests received within ten (10) days of this event may result in additional charges.

ADDITIONAL COVENANTS AND AGREEMENTS:

Attachments hereby incorporated as part of this Agreement:

- Booking Acknowledgement Event Order Confirmation Terms & Conditions

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For VENUE:

For CLIENT:

By: _____
Scott Hallgren

Executive Director

ate: _____

By: _____

Print Name: _____

Title: _____

Date: _____



Booking Acknowledgment

American Planning Association - Iowa Chapter
 City of Pleasant Hill
 5160 Maple Drive, Suite A
 Pleasant Hill IA 50327

2021 APA Iowa Chapter Annual Conference (6571)

Start-End:

Wed 10/12/2022 07:00 AM - Fri 10/14/2022 08:00 PM

Thank you for booking your event with us. The following is a list of spaces you have selected and a projected payment schedule for the event.

Order Number: 4700

| Bookings | Dates | Amount |
|-----------------------------------|--------------------------------|-----------|
| Conference Room 1: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | \$ 150.00 |
| Conference Room 1: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 1: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 2: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 2: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 2: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 3: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 3: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 3: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 4: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 4: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 4: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 5: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 5: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 150.00 |
| Conference Room 5: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 150.00 |
| Expo Hall A: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 925.00 |
| Expo Hall A: Event Day Rate | 10/13/2022 07:00 AM - 08:00 PM | 925.00 |
| Expo Hall A: Event Day Rate | 10/14/2022 07:00 AM - 08:00 PM | 925.00 |
| Main Lobby: Event Day Rate | 10/12/2022 07:00 AM - 08:00 PM | 485.00 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -43.65 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -111.43 |
| Space Rental Discount | 10/12/2022 07:00 AM - 08:00 PM | -212.54 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -212.52 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -166.57 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/13/2022 07:00 AM - 08:00 PM | -43.65 |
| Space Rental Discount | 10/14/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/14/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/14/2022 07:00 AM - 08:00 PM | -34.46 |
| Space Rental Discount | 10/14/2022 07:00 AM - 08:00 PM | -34.46 |



Bridge View Center

Event Order Confirmation

2021 APA Iowa Chapter Annual Conference (6571)

Start-End:

Wed 10/12/2022 07:00 AM - Fri 10/14/2022 08:00 PM

American Planning Association - Iowa Chapter

Madeline Sturms
 City of Pleasant Hill
 5160 Maple Drive, Suite A
 Pleasant Hill IA 50327

| Bookings | Usage | Units |
|-------------------|--------------------------------|------------|
| Conference Room 1 | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 2 | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 3 | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 4 | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 5 | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Studio | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Main Lobby | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Theater | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Expo Hall A | 10/12/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Expo Hall A | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Theater | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 1 | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 2 | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 3 | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 4 | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 5 | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Studio | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Main Lobby | 10/13/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 1 | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 2 | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 3 | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 4 | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Conference Room 5 | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Studio | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Main Lobby | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Theater | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |
| Expo Hall A | 10/14/2022 07:00 AM - 08:00 PM | Event 1.00 |

| | Units | Rate | Charges |
|-----------------------------------|---------|----------------|----------|
| Sales & Marketing | | | |
| Booking Function (1) | | | |
| No Space Assigned | | | |
| Conference Room 1: Event Day Rate | 1.00 EA | \$150.00 / DAY | \$150.00 |
| Conference Room 2: Event Day Rate | 1.00 EA | 150.00 / DAY | 150.00 |
| Conference Room 3: Event Day Rate | 1.00 EA | 150.00 / DAY | 150.00 |
| Conference Room 4: Event Day Rate | 1.00 EA | 150.00 / DAY | 150.00 |
| Conference Room 5: Event Day Rate | 1.00 EA | 150.00 / DAY | 150.00 |
| Studio: Event Day Rate | 1.00 EA | 190.00 / DAY | 190.00 |
| Main Lobby: Event Day Rate | 1.00 EA | 485.00 / DAY | 485.00 |
| Expo Hall A: Event Day Rate | 1.00 EA | 925.00 / DAY | 925.00 |
| Expo Hall A: Event Day Rate | 1.00 EA | 925.00 / DAY | 925.00 |

Event Order Confirmation

2021 APA Iowa Chapter Annual Conference (6571)

Start-End:

Wed 10/12/2022 07:00 AM - Fri 10/14/2022 08:00 PM

FOOD & BEVERAGE POLICIES

Service Charge: All food and beverage sales are subject to 18% service charge.

Guarantee: We require a definite guarantee for the number of guests to be served three (3) business days prior to your event. If guarantee is not received by the guarantee date, the highest estimated figure will automatically become the guarantee number.

Deposit: 50% of the total estimated food and beverage, including service charge, is due upon signing the catering agreement.

State of Iowa Health Department Regulations: Due to the health code regulations of the State of Iowa, guests are not allowed to take food home with them.

We request that this catering agreement be in our files with your legal signature before we will order and prepare any food or beverages for your event. Thanks!

CLIENT SIGNATURE

DATE

APA Iowa
Balance Sheet Standard
As of August 31, 2020

| | <u>Aug 31, '20</u> |
|-------------------------------|-----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Bank Iowa | 45,167.88 |
| Checking (6230) | <u>757.66</u> |
| Total Checking/Savings | <u>45,925.54</u> |
| Total Current Assets | <u>45,925.54</u> |
| TOTAL ASSETS | <u><u>45,925.54</u></u> |
| LIABILITIES & EQUITY | |
| Equity | |
| Opening Balance Equity | 39,871.61 |
| Net Income | <u>6,053.93</u> |
| Total Equity | <u>45,925.54</u> |
| TOTAL LIABILITIES & EQ... | <u><u>45,925.54</u></u> |

APA Iowa
Profit and Loss Budget vs. Actual
January through August 2020

| | Aug '20 | YTD | Budget | \$ Budget | % Budget |
|-------------------------------------|-----------------|------------------|------------------|-------------------|-----------------|
| Income | | | | | |
| All Iowa Reception/Uni Share | 0.00 | 1,200.00 | 1,200.00 | 0.00 | 100.0% |
| APA Dues Rebate | 0.00 | 9,950.30 | 12,500.00 | -2,549.70 | 79.6% |
| Conference Income | 2,050.00 | 5,300.00 | 44,500.00 | -39,200.00 | 11.9% |
| Grant Income | | | | | |
| Call to Action Income | 0.00 | 0.00 | 1,200.00 | -1,200.00 | 0.0% |
| Planner4Health Income | 0.00 | 0.00 | 1,975.00 | -1,975.00 | 0.0% |
| Total Grant Income | 0.00 | 0.00 | 3,175.00 | -3,175.00 | 0.0% |
| Interest Income | 1.83 | 8.59 | 5.00 | 3.59 | 171.8% |
| Other Income | 0.00 | 0.00 | 500.00 | -500.00 | 0.0% |
| Total Income | 2,051.83 | 16,458.89 | 61,880.00 | -45,421.11 | 26.6% |
| Expense | | | | | |
| Bank Charges | 21.40 | 70.62 | | | |
| CM Dues/Subscriptions | 0.00 | 0.00 | 1,254.00 | -1,254.00 | 0.0% |
| Conference Expense | 0.00 | 0.00 | 36,220.00 | -36,220.00 | 0.0% |
| Grants Expense | | | | | |
| Call to Action Expense | 0.00 | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| Planner4Health Expense | 0.00 | 0.00 | 1,975.00 | -1,975.00 | 0.0% |
| Total Grants Expense | 0.00 | 0.00 | 3,475.00 | -3,475.00 | 0.0% |
| Local Advocacy | 0.00 | 0.00 | 50.00 | -50.00 | 0.0% |
| Lunch and Learns | 0.00 | 0.00 | 250.00 | -250.00 | 0.0% |
| Metro Planner's Lunch Meetings | 0.00 | 0.00 | 250.00 | -250.00 | 0.0% |
| Miscellaneous Events | 0.00 | 68.00 | 300.00 | -232.00 | 22.7% |
| National Conference Expenses | | | | | |
| All Iowa Reception | 0.00 | 533.10 | 1,800.00 | -1,266.90 | 29.6% |
| Total National Conference Expense: | 0.00 | 533.10 | 1,800.00 | -1,266.90 | 29.6% |
| Sponsorships Expense | 0.00 | 2,000.00 | 2,000.00 | 0.00 | 100.0% |
| Training/Continuing Education | 0.00 | 150.00 | 500.00 | -350.00 | 30.0% |
| Equipment Expense | 0.00 | 0.00 | 100.00 | -100.00 | 0.0% |
| Insurance Expense | 0.00 | 390.00 | 400.00 | -10.00 | 97.5% |
| Office Supplies | 0.00 | 24.10 | 100.00 | -75.90 | 24.1% |
| Postage and Delivery | 0.00 | 0.00 | 100.00 | -100.00 | 0.0% |
| Professional Fees | | | | | |
| Chapter Administrative Services | 600.00 | 4,800.00 | 7,200.00 | -2,400.00 | 66.7% |
| Legal/Accounting/Tax Prep | 0.00 | 750.00 | 500.00 | 250.00 | 150.0% |
| Miscellaneous | 0.00 | 0.00 | | | |
| Web Consulting | 0.00 | 62.50 | | | |
| Total Professional Fees | 600.00 | 5,612.50 | 7,700.00 | -2,087.50 | 72.9% |
| Software Expense | 0.00 | 215.07 | 100.00 | 115.07 | 215.1% |
| Travel Expense | | | | | |
| Food | 0.00 | 0.00 | 900.00 | -900.00 | 0.0% |
| Lodging | 0.00 | 19.99 | 2,800.00 | -2,780.01 | 0.7% |
| Miscellaneous | 0.00 | 0.00 | 500.00 | -500.00 | 0.0% |
| Registration | 0.00 | 850.00 | 1,100.00 | -250.00 | 77.3% |
| Transportation | 0.00 | 471.58 | 1,500.00 | -1,028.42 | 31.4% |
| Total Travel Expense | 0.00 | 1,341.57 | 6,800.00 | -5,458.43 | 19.7% |
| Total Expense | 621.40 | 10,404.96 | 61,399.00 | -50,994.04 | 16.9% |
| Net Income | 1,430.43 | 6,053.93 | 481.00 | 5,572.93 | 1,258.6% |