

This Facilities Use Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between Dallas Center Grimes Community School District, 2405 W. 1<sup>st</sup> Street, P.O. Box 680, Grimes, IA 50111, (hereinafter called “District”) and New Hope Assembly of God (hereinafter called “User”).

Name of User: New Hope Assembly of God  
Billing address: 4425 70th St, Urbandale IA 50322  
Contact person (s): Zach Hill  
Phone number: 515.447.1860  
E-mail address: zach@newhope.church

### **Recitals**

**Whereas**, the District owns or controls certain facilities as described in this Agreement which, from time to time, are available for use; and

**Whereas**, User desires to use those premises for the limited and specified purposes herein contained;

**Whereas**, District and User deem it to be to their mutual benefit and interest to set forth in writing, the terms and conditions of their agreement and understanding; and

**Whereas**, this Agreement is intended to supplement District Board Policy 905.01 and its related Regulations and Exhibits, unless otherwise noted; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained; the District and User agree as follows:

1. Grant. The District hereby grants permission to User and its Participants to use certain areas of District property, which shall include the Auditorium, Choir Rooms, Mustang Room, Hallways, Restrooms, Lobby Spaces, and Parking Lot (hereinafter “Facilities”). Facilities shall NOT include the backstage area of the Auditorium, which shall be reserved for District equipment and supplies. For purposes of this Agreement, “Participants” means staff and employees of the User, along with its agents and representatives, and invited guests of User’s in-person services.
2. Term. User shall be permitted to use the Facilities as specified in this Agreement from September 21, 2025 through September 20, 2026. This Agreement may not be renewed except with the signed written consent of both parties. Either party may terminate this agreement at any time for any reason with 30 days written notice to the other party.
3. Facility Fee.
  - A. User shall pay a fee of \$60,000 for the year for use of the Facilities, payable in quarterly payments of \$15,000. The Facility Fee does not include extra District staff assistance, District staff assistance not requested in advance, or additional charges for District Agreement. The Facility Fee may be

subject to the following additional charges, as well as those stated throughout this Agreement:

- i. Facilities Access. If User comes early or fails to leave the Facilities at the designated time, User will be responsible for additional facility use charges.
- ii. Holidays. A special building opening fee may be charged in addition to regular rental rates for events on the following holidays: New Year's Eve and Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, or any other day that the District is officially closed.
- iii. No Show Fee. If User fails to cancel a reservation and/or does not show, a no show fee will be assessed.

#### 4. Facility Usage

- A. User is permitted to use the Facilities from 6:30am to 1:00pm on each Sunday during the Term of this Agreement unless other times are mutually agreed upon between the User and District.
- B. The District may restrict User's access on any given Sunday for long-standing events reserved for other users or for a District event that conflicts with User's schedule. Such events shall be communicated to the User as soon as reasonably possible, but no later than one week before User's use of the Facilities on that given Sunday.
- C. User and its Participants are restricted to the designated Facilities assigned and shall not enter other District property or use other District equipment.
- D. User is responsible for ensuring all Participants abide by the terms of this Agreement as applicable, and for the supervision of all Participants at all times. It is explicitly understood that the District shall not be providing on-site supervision of the Facilities and that User bears the sole responsibility for its Participants. To that end, User is not responsible for any general custodial or building supervisor fees.
- E. User is responsible for cleaning the Facilities after each use.
  - i. User agrees to have its personnel receive training from the District on the appropriate methods and expectations for cleaning the Facilities. Training fees of \$50/hr. shall apply.
  - ii. In the event User does not clean the Facilities after use, User will be subject to additional fees in the amount of actual cost to the District to clean the Facilities.
- F. The District shall be responsible for snow removal from parking lots, walkways, and building entrances during normal operational hours and for events occurring Monday through Saturday. In the event that snow begins on Saturday and continues into Sunday, the User shall be responsible for the

cost of the snow and ice removal necessary to ensure safe access to the facility. All snow removal services must be coordinated through and performed by the District's contracted provider.

G. User may not use any District equipment except as specified here: audio-visual equipment, including sound equipment, projectors, and stage lighting ("Equipment").

i. In order to use the Equipment, approved User personnel must receive training from the District. Training fees of \$\_\_\_\_/hr. shall apply. Only trained and District-approved User personnel may use Equipment. User is not responsible for paying for a technology support person so long as it complies with this subsection.

ii. Damage or loss of District equipment shall result in additional fees.

iii. District equipment must be returned to its original location for each day of use.

#### 5. User's Property.

A. All of User's personal and rental property must be removed from the Facilities at the end of each Sunday use unless mutually agreed upon between the User and District.

B. The District is not responsible for any loss or damage to property of User or its Participants brought in or about the Facilities. User shall defend, indemnify and hold the District harmless for any claim by User or its Participants for lost or stolen property.

6. Minors. If User's use of the Facilities includes persons under the age of eighteen ("Minors"), User agrees to the following:

A. Supervision: User shall provide adequate supervision of all Minors present for and participating. Minors shall not be left unattended at any time, and shall have an individual who is twenty-one (21) years of older supervising them at all times.

B. Indemnification: User agrees to indemnify, defend, and hold the District harmless from any and all claims for personal injury, sickness, disease, death, or any other claim by a Minor or anyone on a Minor's behalf that may arise from activities associated with Minor's participation in User's events, including any and all expense, legal or otherwise, incurred by the District in the defense of any claim or suit.

#### 7. Tobacco, Drug and Alcohol Policy.

A. This Agreement grants to User no greater rights than expressly stated herein and specifically denies any right to User of possession or occupancy which would be in violation of State law, ordinances, rules and regulations, or

policies of the District, particularly with respect to the dispensing of tobacco, alcohol, alcoholic beverages and illegal drugs. The possession, distribution, or use of alcohol, tobacco, and drugs is not permitted.

8. Communication and Deadlines.

A. User agrees to provide names of group planners and authorized personnel to the Superintendent prior to use of the Facilities.

B. User shall provide the Superintendent with information regarding any third-party groups, services, or vendors that may join User in the Facilities. User agrees that it is responsible for ensuring any such Participants follow the requirements of this Agreement.

C. User will provide a cell phone number whereby the District can reach User for necessary communication during the Event or for emergencies.

9. Insurance, Indemnity, and Liability.

A. User shall hold the District harmless from any and all damages and claims that may arise by reason of any negligence on the part of the User or the District, and its officers, employees or agents, in its use of the Facilities or Equipment. In case any action is brought against the District or any of its officers, employees, or agents, User shall assume full responsibility for the legal defense thereof, and upon its failure to do so on proper notice, the District reserves the right to defend such action and to charge all costs, including attorney fees, to User.

B. User agrees to furnish and maintain during its use of the Facilities or Equipment such bodily injury and property damage liability insurance as shall protect User and the District from claims for damages for personal injury, including accidental death, and from claims for property damages which may arise from User's use of the Facilities and Equipment whether such operations are by the User or any Participant. Such insurance shall include the District as an additional named insured in the policy.

C. User shall furnish the District with a certificate of insurance acceptable to the District's insurance carrier.

10. Assignment. User shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of the District.

11. Damages. User shall return the Facilities and Equipment in the same condition as provided to User. User assumes full responsibility for the acts, default, or negligence of User, or User's Participants, and agrees to reimburse the District for any and all damages to facilities, equipment or furniture.

12. Compliance with Rules, Regulations and Ordinances. User and its employees, agents, licensees and invited guests shall comply with all federal, state and local laws, rules, ordinance and regulations, District policies, and shall not do, nor permit anything to be done at the District facilities and grounds in violation of any such

laws, rules, ordinances, regulations or policies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

By:

User and/or Name of  
Organization

Representative for User

Date:

Dallas Center Grimes Community School  
District

Date:

Authorized