

AUDITORIUM MANAGEMENT SERVICES AGREEMENT

This BCP Services Agreement ("Agreement") is made and entered into on this 1st day of July, 2025 by and between Dallas Center-Grimes Community School District ("District") and BCP Live, Inc., an Iowa Corporation ("BCP").

RECITALS:

WHEREAS, The District desires to engage BCP to perform scheduling and other management services for use of the District's auditorium for the 2025-2026 school year; and

WHEREAS, BCP desires to provide its expertise, knowledge and experience to the District pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Management Services.** The District hereby engages BCP to render those services and deliverables to the District as described hereto (collectively, the "Services"), and BCP accepts such engagement to provide the Services on the terms and conditions set forth in this Agreement. BCP will serve as the Auditorium Manager and control all aspects of the District's auditorium scheduling and usage and will communicate with all tenants and ensure all contracts executed for the rental of the Auditorium will be in accordance with District policy prior to review by the Activities Director and forwarding of same to the District Office. Said District policy is attached hereto and incorporated into this Agreement by reference herein. BCP will work with the District's Activities Director to minimize conflicts with other events and will communicate weekly with the District's Fine Arts Staff and Maintenance to discuss room usage, arrival and departure time, anticipated crowd size, and the set-up for events. BCP will work with District staff to ensure proper set up for the events is completed in advance. Additionally, BCP will attend rehearsals as necessary as they are scheduled and will monitor all equipment in the Auditorium and inform District Maintenance and the Activities Director on needed repairs or foreseen enhancements. BCP will work with the District's students to involve interested students in the operation of events and to supply those students with the education and training necessary to operate equipment in the Auditorium. Furthermore, BCP will regularly follow up after rental with the District Office regarding information on actual usage to ensure appropriate billing of all tenants.

2. **Payment for Services.** In consideration of the Services to be provided by BCP, the District shall pay BCP eight hundred dollars (\$800) per week, regardless of the number of activities scheduled, beginning August 1, 2025. A "week" begins at 12:01 a.m. on a Sunday and ends at midnight on a Saturday. BCP will submit a monthly invoice to the District's board of directors indicating the number of weeks worked with a listing of the events worked and general other duties/maintenance performed. The invoice must be submitted at least five (5) days prior to the school board meeting in order for payment to be audited and timely approved. Any services

performed for the District by BCP after May 31, 2026, shall be mutually agreed upon by the parties with a per diem rate negotiated between BCP and the Activities Director.

3. **Term.** The term of this Agreement shall be for the 42 weeks from July 31, 2025, through May 31, 2026, excluding the weeks of December 22-28, 2025 and March 16- 20, 2026 for school breaks.

4. **Independent Contractor.** In the performance of Services by BCP under this Agreement, BCP is at all times acting and performing as an independent contractor with respect to the District. BCP shall be entirely and solely responsible for BCP's acts and the acts of BCP's agents and employees while engaged in the performance of Services hereunder. BCP shall have no authority to bind the District or to transact any business in the name of the District or on its behalf, or to make any promises or representations on behalf of the District. The District shall not have any responsibility to withhold taxes from BCP or BCP's employees, pay any employment taxes on behalf of BCP or BCP's employees, or contribute to any pension plan, social security or other similar plan or program on BCP's or BCP's employees' behalf. BCP shall not be entitled to receive any benefits that are provided to employees of The District.

5. **Insurance.** BCP shall secure its own liability insurance with respect to its Services under this Agreement in amounts acceptable to the District. BCP will provide proof of such insurance to The District, as requested from time to time by The District.

6. **Termination.** This Agreement may be terminated as follows:

(a) In the event of a default by BCP in the performance of any provision of this Agreement, and such default is not cured within five (5) days after receipt of written notice of such default from the District, the District, at its option, may terminate this Agreement by notice of termination to BCP after expiration of said five (5) day period specifying the date thereof (which may be immediate).

(b) In the event of a termination of this Agreement by the District, the District's obligation to make any further payments to BCP hereunder shall in all events terminate and cease as of the effective date of the termination of this Agreement. Payment in full satisfaction of the Agreement will be pro-rated to reflect the weeks for which BCP actually rendered Services prior to the date of termination.

The parties shall, notwithstanding the termination of this Agreement, be required to carry out all provisions hereof which contemplate performance by them subsequent to the termination hereof (including, without limitation, BCP's obligations under Section 9, and such termination shall

not affect any liability or obligation which shall accrue prior to such termination, including, but not limited to, any liability for loss or damage on account of a breach hereof.

7. **No Assignments.** The rights and obligations of the parties to this Agreement may not be assigned unless such assignment is in writing and consented to by the parties hereto.

8. **Compliance with Laws.** BCP agrees to comply with all federal and state laws, regulations and orders, including, but not limited to those related to payment of minimum wages and overtime, and nondiscrimination in employment in the performance of all services under this Agreement. BCP will indemnify and hold the District harmless from any violation of federal and state laws, regulations and orders, including but not limited to those relating to any tax reporting or payment obligations to any state or federal tax authority or to any employee or independent contractor of BCP.

9. **Indemnification.** BCP shall indemnify and hold the District harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by the District as a result of a breach of this Agreement by BCP, or any tortious, unlawful or unauthorized acts or omissions by BCP. The District shall indemnify and hold BCP harmless from and against any and all liabilities, losses, damages, costs or expenses, including, but not limited to, reasonable attorneys' fees and legal expenses, incurred by BCP as a result of a breach of this Agreement by the District, or any tortious, unlawful or unauthorized acts or omissions by the District. The terms and provisions of this Section 8 shall survive the termination of BCP's assignment to the District or this Agreement.

10. **Notice.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

(a) If to The District, to:

Dallas Center-Grimes CSD
Attn: Madison Melchert,
Activities Director
2405 West 1st Street
PO Box 680
Grimes, IA 50111

(b) If to BCP, to:

BCP Live, Incorporated
212 SE Main Street
Grimes, Iowa 50111

or to such other address or person as any party hereto may designate by notice given in accordance herewith.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Amendment.** No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.


13. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns.

14. **Miscellaneous.** In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of the terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement at on the date first above written.

DALLAS CENTER-GRIMES
COMMUNITY SCHOOL DISTRICT:

BCP LIVE, INC.:



Jake Feldman (May 8, 2025 14:16 CDT)

05/08/2025

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BCP Auditorium Services Agreement 25-26

Final Audit Report

2025-05-08

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