



# RENTAL POLICIES AND PROCEDURES

## ELIGIBILITY FOR USE

Everyone is eligible and welcome to rent space at Reiman Gardens. The use of Reiman Gardens' facility will not be authorized for events when the primary purpose of the occasion is fund-raising other than for Reiman Gardens. Reiman Gardens is part of Iowa State University, so all ISU policies and procedures are part of Reiman Gardens' policies and procedures. Additionally, the following activities are restricted and require discussion and approval with Reiman Gardens:

- Events of a political or religious nature
- A product promotion or any type of event which benefits, virtually or exclusively, the outside organization
- Events that charge admission fees
- Events that hold raffles and/or display or promote commercial products during an event or sell articles within Reiman Gardens.

Formal or informal groups or parties are not allowed to hold meetings, weddings, or other events at Reiman Gardens unless contracted with a Room Rental Contract.

## RESERVATION PROCEDURES:

The use of all rental rooms and spaces are scheduled in advance through the Rental Coordinator. Inquiries can be made by contacting the Rental Coordinator at 515-294-6356 or by email at [rentrg@iastate.edu](mailto:rentrg@iastate.edu). **Reservations can be booked up to one year in advance** and will be made on a first-come basis based on the availability of space. We recommend completing the reservation process a minimum of eight weeks before the event date.

During the booking process, a Room Rental Contract with all rental agreement terms will be forwarded for signature. The Room Rental Contract is the entire agreement between the parties. Additional restrictions may apply. Please see the terms of your agreement.

Any changes to the contract after signing must be submitted in writing and signed by both parties.

Each reservation must have a contact person who must be:

- Present at the event from beginning to end
- Responsible for the behavior and demeanor of the guests
- The spokesperson for the group
- Responsible for any damages and/or property loss incurred during the event
- Proof of liability insurance may be required

Events booked less than 30 days in advance may be subject to limitations. Events booked with less than 14 days' notice may be subject to an additional fee.

## HOURS:

Events may be scheduled on any day between 7:30 AM – 11:00 PM and are subject to availability. The hours you are eligible to access the facility for your event will be referred to as the Time of Rental and will be noted in the contract. Any time needed beyond your facility access time will need to be arranged in advance with the Rental Coordinator and may be subject to an additional fee.

The use of Reiman Gardens for any event provides non-exclusive access to the rental area only. Complete privacy within the Gardens for private events cannot be guaranteed. Reiman Gardens will be open to the public during regular business hours. We cannot guarantee you will be the only event on site.

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## PARKING

Ample, free parking is available in parking lot S1 located just north of the entrance to Reiman Gardens. Handicap accessible parking spots are also available in lot S1. Parking will not be available on Iowa State University home football game days. For public transportation options, please refer to the Cy-Ride website for more information. The Ann Campbell Transit Station is the closest and most convenient bus stop to the Gardens.

When providing directions to your guests, we recommend using “intersection of University Boulevard and South 16<sup>th</sup> Street Ames” in the map’s search field on a smart phone or GPS. The mailing address for Reiman Gardens “1407 University Blvd” may lead you to the wrong location.

## ADMITTANCE AND STAFFING

Admission into Reiman Gardens may be included in your reservation. Your guests will not be charged to enter the Gardens during your rental time. Upon arrival, they will need to identify the event they are attending to be allowed access. A Reiman Gardens’ staff person will be onsite for all events. The client will not be charged for staff time for events contracted within 7:30 AM – 11:00 PM. Events scheduled outside of this time frame must be arranged in advance and are subject to an additional fee.

Certain events may require the services of certified ISU Police officers at an additional charge to the client.

## DISPLAYS OF ARTWORK, EXHIBITS, AND SCULPTURES

Public gardens are museums and, like any museum, will have ongoing displays, exhibits, artwork, sculptures, and changeovers via plant materials that will not be modified for events. Artwork displayed in the Garden Room, or any other rental area cannot be removed, changed, or covered during any private event. The client acknowledges that Reiman Gardens is a site for rotating exhibits and displays and cannot guarantee what will be present at the time of the event.

## GARDEN CONSIDERATIONS:

At all times, clients, guests and visitors are expected to abide by Reiman Gardens’ garden policies. Rental clients and guests are also expected to abide by the rental policies and procedures. No vehicle traffic is allowed on pathways, bridges, courtyard areas or any areas within the Gardens. No foot traffic in planting beds is allowed, including camera tripods. No sculptures, exhibits, or displays may be moved by the client; nor will Reiman Gardens’ staff move them. Agreement to hold an event is agreement that all of these are components of the space designated for visitor enjoyment and education. Any non-compliance and lack of acknowledgement of the site where you chose to hold your event will result in forfeiture of all or part of your security deposit.

Reiman Gardens cannot guarantee the appearance of outdoor and indoor planting areas. The landscape and flower/plant design cannot be changed, moved, or adjusted to fit rental clients’ colors or design. Many circumstances are beyond our control be it weather related, diseases or other incidents. Every effort is made to maintain a high-quality garden experience. All garden beds and planted areas are off limits to any form of foot traffic. The Gardens are often undergoing maintenance and construction. Construction equipment may be visible to your guests. No activity, such as those that cause excessive noise, is allowed that would in any way disrupt the staff, visiting public, or rental clients in other areas.

## ADVERTISING AND PROMOTIONS:

All invitations and advertisements identifying Reiman Gardens as the location for your venue should reflect Iowa State University, for example: “Iowa State University’s Reiman Gardens” or “Reiman Gardens, Iowa State University.” Invitations or any advertising for your event being held at the Gardens must NOT reflect any possible indication by design, graphics, or wording that Reiman Gardens is endorsing or co-hosting the event. Reiman Gardens is allowed only as an address and/or location for your event.

If such conditions are not satisfactorily met based solely on the judgement of Reiman Gardens’ Director and/or staff, all payments for the rental event, including the deposit and all rental fees will be forfeited and could result in cancellation of your event.

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# TERMS AND CONDITIONS

## 1 – PAYMENT: DEPOSIT, BILLING AND PAYMENTS

### 1.1: Deposit

A deposit must be received at the time of contract signing. Deposit amount is typically \$150.00 or \$500.00 depending on the room/package rented. The deposit fee secures your reservation and will be separate from any rental fees due. The deposit is eligible to be refunded after your event, pending adherence to our policies and procedures. Any deposit amount due to you will be refunded to the individual identified in the Room Rental Contract. ISU will issue a refund within 60 days after your event; however, ISU may retain all or a portion of the deposit rather than refund it to you if you violate the terms of the Room Rental Contract, if you incur excess fees, or if any damages to ISU property occur. The deposit is not to be construed as a limit of liability for damage to ISU.

### 1.2: Billing and Payments

A fee is required for use of the space you are renting from Reiman Gardens in accordance with the signed agreement. A security deposit is due in full at contract signing (see 1.1 Deposit). Any rental fees must be paid in full on the date indicated in the signed agreement. If your fee is not paid on the due date, your deposit will be forfeited and the space you were scheduled to use will be opened to new clients. If payment is not received from you when due, ISU may accelerate the full account balance, impose a finance charge up to the maximum rate allowed by law, refer the unpaid amount for collection and/or cancel the event. You must pay all collection costs and legal fees if ISU must take action to recover any past due amounts.

Payment of all remaining fees listed in the Event Details is due two weeks prior to your scheduled event. If you incur fees or charges in excess of these fees listed in the Event Details above, ISU will send you an invoice for the additional fees and charges and you must pay the invoice within 30 days.

If payment is not received from you when due, ISU may accelerate the full account balance, impose a finance charge up to the maximum rate allowed by law, refer the unpaid amount for collection and/or cancel the event. You must pay all collection costs and legal fees if ISU must take action to recover any past due amounts.

Acceptable forms of payment are credit card (Visa, Master Card, and Discover), checks (made payable to Reiman Gardens), or cash. Iowa State University teams may also use a department worktag or an intramural to process payment.

## 2 – CANCELLATION: CANCELLATION BY CLIENT

### 2.1 Cancellation by Client

You may cancel the event by giving notice to the Rental Coordinator. If you cancel 180 days or more prior to the event, ISU will refund the deposit and 20% of the rental fee. If you cancel more than 30 days but less than 180 days prior to the event, ISU will refund the deposit but retain all other payments. If you cancel 30 days or less prior to the event, ISU will issue no refunds.

While many rental spaces include outdoor spaces, some venues offer indoor areas that can be used in case of rain or inclement weather. No refunds will be given for rental reservations or events cancelled due to inclement weather or any other situations, including, but not limited to illness or travel disruptions.

## 3 – TIME OF RENTAL, FACILITY ACCESS AND EVENT TIMES

### 3.1 Time of Rental

The Time of Rental set forth in the Event details includes setup and clean up times. If you exceed the Time of Rental, ISU will charge you an additional fee for the excess time as set forth in the Gardens Rental Policies and Procedures. The charge of the fee is not to be construed as permission to be present in the Rental Area beyond the Time of Rental. You must timely vacate the Rental Area.

All event activities need to occur within the Time of Rental. This includes but is not limited to setup, deliveries, vendors arrival and departure, guest admittance, and guest/client departure. Access to the rented facility, as specified in the Room Rental Contract, will begin and conclude within the listed Time of Rental. If additional time is required,

prior arrangements must be made through the Rental Coordinator and may be subject to an additional fee based on the amount of time needed.

### 3.2 Facility Access

Clients will have access to authorized areas only as specified in the Rental Contract. The client is responsible for keeping its various members, supporters, and participants within the rental areas. Access to any office space is off-limits. Reiman Gardens does not provide any office-related services such as photocopying, printing, or use of equipment within any office space, including the front desk.

Any setup of event decorations, displays, or furniture must be contained to the rental area. Clients, vendors, and their guests are not permitted to setup, decorate, or display items outside of the rental area. Unauthorized access of any space will result in a \$300 fee plus \$100 per hour. We cannot guarantee that you will be allowed to continue accessing the unauthorized space, and as a result may be asked to leave.

All vendors and deliveries must be authorized by the Rental Coordinator prior to your event. This includes all food and beverage in addition to any vendor that will either deliver or be present at Reiman Gardens.

### 3.3 Event Time

The event time refers to the time you anticipate guests will arrive and depart your event. The event time will be listed in the Room Rental Contract. The times listed as the event time must occur within the Time of Rental. Admission for your guests is complimentary only during the time of rental.

## 4 – ROOM SETUP AND EVENT FURNITURE

### 4.1 Room Setup

Rental Areas have a standard set-up. If you wish to rearrange the set-up, you must submit a request to the Rental Coordinator at least 14 days prior to the event. If the Rental Coordinator grants your request, ISU will charge you an additional fee for the alternative set-up. Fees range from \$50 - \$250.

### 4.2 Event Furniture

Reiman Gardens' staff will arrange the furniture included in your rental package. The room will be setup for you prior to the start of the rental time. Additionally, Reiman Gardens' staff will tear down or remove the provided furniture upon conclusion of your event. Clients and event attendees are asked not to move any indoor or outdoor furniture without prior authorization from the Rental Coordinator.

All indoor and outdoor setup requests must be made in advance with the Rental Coordinator and must be finalized at least 14 days prior to the event. Additional fees may apply.

If your reservation includes access to an outdoor space, you may request specific arrangements for the outdoor furniture. All requests for outdoor furniture may be subject to an additional fee. If you do not request a specific arrangement for the outdoor area included in your reservation, your guests may still utilize the outdoor space included in your reservation. Clients and event attendees are asked not to move any outdoor furniture without prior approval. All building furniture is restricted for inside building use only. Placement of outdoor furniture is limited to specific areas.

## 5 – TENT AND DANCE FLOOR SET-UP

### 5.1: Tent Setup

If you wish to set up a tent, you must submit a request in writing to the Rental Coordinator at least 14 days prior to the event. If the Rental Coordinator grants your request, you must retain a third-party vendor to provide, set up and remove the tent. ISU does not provide, setup or remove tents. All tents must be setup and removed during the Time of Rental.

The placement of any tent may be restricted to certain locations and the desired location must be included in the written request. Reiman Gardens will charge a fee of \$100 to the client should a tent be set up or installed onsite at any time during the rental.

## 5.2: Dance Floor

If you wish to set up a dance floor, you must submit a request to the Rental Coordinator at least 14 days prior to the event. If the Rental Coordinator grants your request, you must retain a third-party vendor to provide, set up and remove the dance floor. ISU does not provide, setup or remove dance floors. All dance floors must be setup and removed during the Time of Rental.

The placement of any dance floor is restricted to certain locations. The desired location must be included in the written request. Reiman Gardens will not charge a fee to the client should the dance floor be approved for setup or installation during the rental.

## 6 – FOOD AND NON-ALCOHOLIC BEVERAGE

### 6.1: Food and Beverage Policy

You must use a licensed, professional caterer to provide food and beverage at the event. You must notify the Rental Coordinator of the caterer who will be used at least 14 days prior to the event. ISU has a list of preferred caterers who are familiar with the facility and ISU policies. If you wish to use a caterer not on ISU's list of preferred caterers, you must submit a request to the Rental Coordinator at least 60 days prior to the event and pay an additional fee for the alternative caterer permission. There is no guarantee that a non-preferred caterer will be approved even with the fee. Food and beverages are allowed in your rental area only. Your guests may not wander the grounds with drinks or food.

### 6.2 Client Responsibility

The client is responsible for making arrangements and contracting with the caterer, and ensuring the caterer provides all personnel, materials, and supplies required for the preparation and service of food and beverages. Reiman Gardens does not provide any catering services, supplies, or equipment associated with the service of food or beverages at your event.

You are responsible for disclosing the food or caterer used for your event at least 14 days in advance.

### 6.3 Approved Vendors

All food and beverage must be sourced from an approved vendor. Reiman Gardens has a list of preferred vendors who are already approved to cater on Reiman Gardens' property. The preferred vendors are familiar with the facility and our policies. If you chose a caterer not on this preferred list, you will be charged a fee of \$150 - \$300 and the alternative caterer will need to become an approved vendor prior to the event.

### 6.4 Alternative Vendor

If you choose to use a caterer not on the preferred caterer list, you must submit a request to the Rental Coordinator at least 60 days in advance. Additionally, you will be charged the following:

- Events with 149 people or less will be charged a \$150 fee
- Events with 150 people or more will be charged a \$300 fee

There is no guarantee that a non-preferred vendor will be approved even with the fee.

Reiman Gardens has limited kitchen equipment and appliances. You must notify the Rental Coordinator at least 30 days prior to the event if your caterer wishes to use any of the kitchen equipment. Use of the kitchen equipment will be subject to a \$50 fee. You are responsible for cleaning the kitchen equipment after use.

## 7 – ALCOHOL

### 7.1 Alcohol Policy

If you wish to provide and serve alcohol at the event, you must notify the Rental Coordinator at least 60 days prior to the event in order to ensure the proper licensing from the Iowa Alcohol and Beverage Division. Failure to do so may result in restrictions on alcohol at your event. You must use a licensed, professional caterer approved by the Rental Coordinator to provide and serve alcohol at the event. You must notify the Rental Coordinator of the caterer you propose to use at the event at the same time you notify the Event Manager that you wish to provide and serve alcohol at the event. ISU has a list of preferred caterers who are approved to serve alcohol.

No alcoholic beverages may be brought into the Rental Area other than by the approved caterer. ISU reserves the right to confiscate alcohol served without appropriate licensing requirements and not refund your deposit. You must make non-alcoholic beverages and food available to guests. Alcoholic beverages are only allowed in your Rental Area. Alcohol service at your event may require client to maintain specific insurance coverage throughout the Time of Rental. If insurance is necessary, you are responsible for submitting any required certificates of insurance and endorsements to the Rental Coordinator no later than 30 days prior to the event.

## 7.2 Client Responsibility

The client is responsible for making arrangements and contracting with the approved alcohol vendor, and ensuring the vendor provides all personnel, materials, and supplies required for the preparation and service of alcohol. You are responsible for disclosing the following 60 days in advance of the event: name of alcohol provider/vendor, alcohol service type, scheduled bar close time, and the food caterer you propose to use.

# 8 – CLIENT PROPERTY, EQUIPMENT AND AUDIO VISUAL

## 8.1: Client Property

If you wish to setup audio visual equipment in the Rental Area, you must submit a request to the Rental Coordinator at least 14 days prior to the event. ISU shall not be responsible for the audio-visual equipment or for any other supplies, materials, equipment or items belonging to you or your employees, agents, vendors, caterers, or guests (“Client Property”). You must obtain prior authorization from the Rental Coordinator to delivery Client Property before the event or to have ISU store Client Property for you.

Any use of live music or live entertainment, as well as use of sound amplification systems indoors or outdoors, must be approved by Reiman Gardens. Please ensure all on-site services, deliveries, and pick up times occur within the rental time found in your Room Rental Contract. Reiman Gardens cannot assume responsibility for any times items left by the caterer, Rental Company, or client, nor will Reiman Gardens store items.

## 8.2: Equipment and Audio Visual

Reiman Gardens offers a selection of AV equipment that can be rented for a fee. Any use of the equipment must be authorized by the Rental Coordinator in advance. All equipment at Reiman Gardens is the responsibility of the client, who will be held responsible for damages incurred. The client is expected to return any rented equipment promptly upon the conclusion of the event, and in the same condition in which it was received. Any outside equipment must be removed and cleaned up promptly upon the conclusion of the event. In order to use certain equipment, the client must provide a laptop computer or other device, such as a tablet to connect to the equipment.

Wireless internet access is available at Reiman Gardens for no extra charge. A direct “wired” high speed internet connection can be arranged with a two week notice for an additional fee of \$50.00 plus \$5.00 per day. Basic or polycom speaker phones can be rented from ISU telecommunications with a two week notice for a fee of \$50.00 plus \$30.00 per day. All local calls will be allowed on this phone; credit cards can be used to make long distance calls.

# 9 – DECORATIONS AND CLEAN UP

## 9.1 Decoration Policy

Decorations must be contained to your rental area. Nothing can be attached or adhered to the walls, windows, or ceilings during the event. Within the rental area items are not allowed to be taped, stapled, nailed, tacked, or screwed to any fixture or facility. Nothing can be staked into the ground, including signs, banners or any other objects. Chalking is not allowed on any outdoor area including sidewalks, pathways, or other structures. Decorations may not cause any damage or destruction to Reiman Gardens, the facility, the grounds or any garden area.

All decorations must be removed and cleaned up within the Time of Rental. Reiman Gardens does not provide any storage for decorations or supplies after the event.

All types of confetti and glitter, or similar materials such as bird seed or rice are prohibited both indoors and outdoors. Sky lanterns are not permitted as they are illegal in the State of Iowa. Balloons are restricted to your rental area and must be contained at all times.

## 9.2 Flames and Devices

Use of candles is restricted to enclosed flames (e.g. votive or hurricane lamps). The candle flame must be at least one inch below the top of the container. Unity candles are permitted during your wedding ceremony. Use of fireworks, pyrotechnics, or other flame effect displays (including cold spark sparkler devices or similar) are prohibited at Reiman Gardens.

## 9.3 Ladders

Use of step ladders or extension ladders is restricted to trained personnel. Clients, vendors and event attendees are not permitted to use any type of ladder while at Reiman Gardens. For safety purposes, furniture, displays and other structures are not to be used in place of a ladder. If your decorations or setup requires use of a ladder, you must submit a request in writing to the Rental Coordinator at least 30 days prior to the event and may be subject to an additional fee.

## 9.4 Clean Up

You will be required to leave the facility clean, orderly, and in the same condition it was in prior to your arrival. Clean up expectations include removal of all client property (equipment, decorations, and other supplies); event attendees, vendors and other members of the rental group must vacate the premise promptly upon the conclusion of the Time of Rental. If the facility is left in unsatisfactory condition, all or a portion of your deposit will be retained. All appliances and utilities are maintained in functioning condition so if damage is evident after the event, it is the liability of the group renting the room. Any custodial or damage charges will be deducted from the deposit before it is returned to you. Any damage that exceeds the security deposit amount will be billed to you. Reiman Gardens will provide you with an itemized documentation of the damage.

# 10 – BUTTERFLY WING

## 10.1 Butterfly Wing Use

Exclusive use of the Christina Reiman Butterfly Wing is not included with the rental of any space at Reiman Gardens. Rental clients and their guests may be allowed to view the exhibit during its normal operation hours, pending that all guests enter the facility with compliance to the rules and regulations. The operation of the Butterfly Wing is highly regulated by federal agencies and any non-compliance could shut down the facility; therefore clients and guests may not be permitted to enter the facility based on the necessary regulations. Formal attire (i.e. wedding gowns, tuxedos, formal dresses, graduation gowns, costumes etc.) and plant materials are not allowed in the Butterfly Wing. Any plant materials that enter the Butterfly Wing, including corsages and bouquets, must be confiscated and properly disposed per USDA regulations.

## 10.2 Butterfly Wing Photography

Absolutely no wedding photography will be allowed in the in the butterfly wing. All types of professional photography are not allowed in the Butterfly Wing. Other types of photography may also be restricted. The Rental Coordinator may restrict any person from entering the Butterfly Wing if the Rental Coordinator believes, in the Rental Coordinator's sole discretion, that doing so would violate the USDA regulations or harm the butterflies.

# 11 – COMPLIANCE AND YOUTH PROGRAMS

## 11.1 Compliance

You shall comply with, and shall require your employees, agents, vendors, caterers, and guests to comply with, all applicable laws, regulations, ordinances, and ISU policies. ISU's policies are set forth in Chapter 681-13 of the Iowa Administrative Code, in the Iowa State University Policy Library at <http://www.policy.iastate.edu/> and the Reiman Gardens Rental Policies and Procedures at <https://www.reimangardens.com/plan-your-visit/rentals/rental-policies-and-procedures>. ISU's policies prohibit or impose restrictions on the following on ISU property: (a) smoking; (b) controlled substances; (c) weapons, such as firearms, knives, tasers, explosives and archery equipment; (d) fireworks and highly flammable materials; (e) gambling; (f) solicitation; and (g) animals. ISU reserves the right to enforce applicable laws, regulations, and policies and remove any person who is disruptive to ISU's operations or where ISU

reasonably believes such person is acting in an unsafe manner or may cause or has caused harm to people, the Rental Area, or other property.

### 11.2 Smoking and Controlled Substances

Reiman Gardens is a smoke-free area. Prohibited smoking materials include, but are not limited to lighted cigars, cigarettes, pipes, or other tobacco products in any manner or form including ash, cigarette butts or filters, or cigar stubs. Smoking materials also include electronic smoking devices. Electronic smoking device includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

### 11.3 Youth Programs

If your event is a Youth Program as defined by ISU's Youth Activities, Pre-Collegiate Programs and Camps policy, you must comply with the Youth Program Requirements and may be required to obtain additional insurance coverage. A third-party youth activity, program or camp ("youth program") operated by an individual, organization or entity that is external to ISU requesting to use ISU facilities, premises, or services is subject to the ISU Youth Activities, Pre-Collegiate Programs and Camps policies and procedures, and additional requirements, including but not limited to background screening, training, and parental consent forms.

## 12 – RELEASE; DAMAGES; INDEMNIFICATION

### 12.1 Release and Damages

ISU provides the Rental Area, equipment, and services "AS IS". You assume all risk of loss, damage, and liability that you may sustain while using the Rental Area and ISU equipment and appliances. IN NO EVENT SHALL ISU BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. You shall leave the Rental Area and ISU equipment and appliances in as good condition as they were in immediately prior to your use, reasonable wear and tear excepted. You shall be responsible for any damage to or loss of ISU property caused by you or your employees, agents, vendors, caterers, or guests. You shall notify the Event Manager immediately of any such damage or loss. ISU may repair or replace such damaged or lost ISU property. In such event, ISU will charge you for the costs incurred by ISU for such repair or replacement.

### 12.2 Indemnification

You shall indemnify and hold harmless Iowa State University, the State of Iowa, and the Board of Regents – State of Iowa and their officers, employees, and agents from and against all claims (including claims by your employees, agents, vendors, caterers, and guests) arising from the acts or omissions of you or your employees, agents, vendors, caterers, or guests or arising from your use of the Rental Area, except those resulting from the negligence of any ISU employee or agent.

## 13 – INSURANCE COVERAGE AND PROCEDURES

### 13.1 Insurance Coverage

You shall maintain the necessary insurance coverage throughout the Time of Rental. Client must maintain and require Client's contractors who will be on ISU property to maintain, the necessary insurance coverages. ISU reserves the right to require higher limits based on location or Client's activities. All companies shall be licensed to do business in the State of Iowa and have a minimum AM Best Rating of A-VII. Certificates must be issued and provided to the ISU Contact not less than 30 days prior to the commencement of the Time of Rental. The purchase of any policy or adding ISU as additional insured shall not limit the defense of governmental immunity. Client is responsible for determining if Client's contractors have the required insurance coverages. Verifying insurance compliance of Client's contractors is the responsibility of Client. Furnishing a certificate that does not meet these requirements does not amend nor alter the Agreement nor provide proof that Client has met these requirements.

## 13.2 Insurance Procedures

Client may purchase insurance through private insurance agent/broker or through URMIA TULIP at shall obtain, at <https://tulip.ajgrms.com/>. You shall submit any required certificates of insurance and endorsements to the Rental Coordinator no later than 30 days prior to the Time of Rental. ISU may prohibit you from entering ISU property until ISU receives confirmation that the required insurance has been obtained. If you or your contractors fail to carry the required insurance, ISU may cancel the event. ISU may change the insurance coverage required for the event if you later elect to serve alcohol, change who is serving the alcohol, or change the nature of your event.

## 14 – CANCELLATION BY ISU

### 14a. For Cause.

ISU may cancel the event upon notice to you if (a) you fail to timely pay ISU; (b) you fail to carry the required insurance as set forth in Attachment B, if applicable; or (c) you or your employees, agents, vendors, or caterers (i) disrupt ISU's operations or other's use of ISU's property, (ii) act in a manner ISU reasonably believes to be unsafe or that may cause or has caused harm to persons, the Rental Area, or other property, or (iii) violate applicable laws, regulations, or ISU policies. ISU shall have no obligation to refund any fees already paid by you and you shall remain obligated to pay any fees incurred but not yet paid.

### 14b. Force Majeure.

ISU may also cancel the event upon notice to you if a Force Majeure Event occurs. A "Force Majeure Event" means an event beyond the reasonable control of ISU that (i) prevents or hinders the event from being held on the scheduled date and time or (ii) endangers the health or safety of event attendees or ISU employees. ISU will refund the deposit and all fees paid by you to ISU for the event.

### c. Football Schedule Change.

ISU may also cancel the event upon notice to you if an ISU home football game is scheduled for the date of your event. ISU will refund the deposit and all fees paid by you to ISU for the event.

### d. Without Cause.

ISU may cancel the event for any reason by providing notice to you no less than 90 days prior to the event. ISU will refund the deposit and all fees paid by you to ISU for the event.

## 15 – NOTICE

### 15.1 Notice Policy

Notices and requests relating to this Room Rental Contract shall be in writing and shall be deemed to have been given: (i) upon hand delivery; (ii) the next business day after sending by a nationally recognized overnight carrier with written confirmation of receipt; or (iii) if sent by email, when the recipient acknowledges having received the email. Client shall deliver notices and requests to the Rental Coordinator; ISU shall deliver notices to Client's contact listed in the Room Rental Contract.