

Shared Use Agreement

This Shared Use Agreement ("Agreement") is made and entered into as of this May____, 2025, by and between the City of Dyersville, an Iowa municipality ("Dyersville"), and Dyersville Events, Inc., a non-profit corporation organized and existing under the laws of the State of Iowa (the "Non-Profit"). Dyersville and the Non-Profit are collectively referred to herein as the "Parties".

WHEREAS, the Parties desire to enter into an agreement for the shared use of certain equipment, resources, and information technologies to promote their respective missions and serve the public interest; and,

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

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Parties will share the use of certain equipment, resources, resources, and information technologies owned individually by each of the Parties. The specific equipment to be shared pursuant to this Agreement shall be determined and decided by the City Administrator for Dyersville and by the President of the Non-Profit. This shared use is intended to:

- Enhance the efficiency and effectiveness of both parties' operations.
- Reduce costs for both parties.
- Improve services provided to the community.
- Foster cooperation and collaboration between Dyersville and the Non-Profit.

2. Shared Equipment, Resources, and Telecommunications Equipment

The specific equipment, resources, and information technologies to be shared under this Agreement shall be determined by the President of the Non-Profit Organization and the City Administrator of Dyersville, or their designees. The shared equipment, resources, and information technologies be described in detail in Exhibit A as from time to time amended, attached hereto and incorporated herein by reference. Exhibit A shall include, but not be limited to:

- A detailed list of the equipment, resources, and information technologies and its equipment.
- The location of the equipment, resources, and information technologies and its equipment.
- The current condition of the equipment, and resources.

3. Term

This Agreement shall become effective on May 5, 2025 and shall continue in effect until April 30, 2028, unless earlier terminated as provided herein. This Agreement may be renewed for subsequent terms upon the written agreement of both parties.

4. Use and Access

4.1. Scheduling: When reasonably practical, the Parties shall develop a schedule for the use of the shared equipment, resources, and information technologies to ensure that the use by one party does not unreasonably interfere with the use by the other party. The schedule shall be mutually agreed upon and may be modified from time to time with the written consent of both parties.

4.2. Access: Each party shall have reasonable access to the shared equipment, resources, and information technologies as provided in the agreed-upon schedule or as determined by the President of the Non-Profit and the City Administrator for Dyersville.

4.3. Authorized Users: Each party shall be responsible for ensuring that only its authorized employees, agents, or volunteers use shared equipment, resources, and information technologies.

4.4. Prohibited Uses: The shared equipment, resources, and information technologies shall be used only for purposes consistent with the missions of both parties and in compliance with all applicable laws and regulations. Neither party shall use shared equipment, resources, and information technologies for any unlawful or unauthorized purpose.

5. Access to Real Property and Facilities

5.1 Purpose: To facilitate the purposes of this Agreement, each party shall allow the other party reasonable access to its real property and facilities as necessary for the use of the shared equipment, resources, and information technologies as agreed the City Administrator for Dyersville and by the President of the Non-Profit.

5.2 Scope of Access: The access granted under this section shall be limited to those areas of the real property and facilities directly related to the location, operation, and maintenance of the shared equipment, resources, and information technologies equipment.

5.3 Notice and Coordination: Prior to accessing the other party's real property or facilities, the accessing party shall provide reasonable notice to the other party, and the parties shall coordinate to minimize disruption to the other party's operations.

5.4 Rules and Regulations: While on the other party's real property or facilities, the accessing party's employees, agents, and volunteers shall comply with all applicable rules, regulations, and security procedures of the property owner.

6. Maintenance and Repair

6.1. Responsibility: General maintenance of the shared equipment, resources, and telecommunications equipment shall be the responsibility of the party that owns such equipment. Either party shall be responsible for any maintenance or repair arising from damage occurring to any shared equipment, resources, or information technologies equipment belonging to the other party while in use under this Agreement. By way of

example, should equipment belonging to the Non-Profit be damaged while in use by Dyersville under this Agreement, it will be the responsibility of Dyersville to have such equipment repaired and to be responsible for payment for such repair.

6.2. Notification: Each party shall promptly notify the other party of any damage to or malfunction of any shared equipment, resources, and information technologies equipment.

7. Insurance

7.1. Coverage: Each party shall maintain insurance coverage sufficient to protect its interests in the shared equipment, resources, and information technologies equipment and to cover its potential liability arising from the use of the shared equipment, and resources.

7.2. Proof of Insurance: Each party shall provide the other party with proof of insurance upon request.

7.3. Liability: Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, agents, and volunteers in connection with the use of the shared equipment, resources, and information technologies equipment. The parties agree to consult with their respective legal counsel and insurance providers to determine appropriate indemnification and liability provisions.

8. Ownership

Except as otherwise specifically provided herein, this Agreement does not alter the ownership of any equipment, resources, or information technologies equipment. Each party shall retain ownership of its respective property. No joint property shall be acquired, held, or disposed of under this agreement.

9. Costs and Expenses

Except as otherwise provided in this Agreement, each party shall be responsible for its own costs and expenses associated with its participation in this Agreement.

10. Indemnification

10.1 General Indemnification: To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with its use of the shared equipment, resources, and telecommunications equipment, or its breach of this Agreement, but only to the extent of its own negligence or intentional misconduct.

10.2 Indemnification Consistent with Chapter 669: Notwithstanding the foregoing, the obligations of Dyersville under this Section shall be limited to the extent consistent with and permitted by Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, and shall apply only to those damages caused directly by the negligent or wrongful acts or omissions of any employee of Dyersville while acting within the scope of the employee's office or employment in connection with the performance of this Agreement. The Non-Profit agrees that any claim for which indemnification is sought pursuant to this

Agreement will be subject to the provisions of Iowa Code Chapter 669 and 543 Iowa Admin. Code 1, including, without limitation, those provisions which address the making and filing of claims.

11. Termination

11.1. Termination for Cause: Either party may terminate this Agreement upon thirty (30) days written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 14 days after receiving written notice thereof.

11.2. Termination for Convenience: Either party may terminate this Agreement upon ninety (90) days written notice to the other party for any reason or no reason.

11.3. Effect of Termination: Upon termination of this Agreement, each party shall return to the other party any property of the other party in its possession.

12. Compliance with Law

Both parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their obligations under this Agreement.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

14. Amendments

This Agreement may be amended or modified only by a written instrument signed by both parties.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and agreements, whether oral or written.

16. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Authorization

The parties represent and warrant that they have the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

The City of Dyersville

By: [Name]

Title: [Title]

Dyersville Events, Inc.

By: [Name]

Title: [Title]

Exhibit A*Description of Shared Equipment, Resources, and Information Technologies Equipment*

[Detailed list of equipment, resources, and telecommunications equipment, including location, condition, and any other relevant information]