

**UNIVERSITY OF IOWA
EQUIPMENT RENTAL & OPERATION AGREEMENT
WITH BIG TEN RENTALS, INC.**

This contract between The UNIVERSITY of Iowa and BIG TEN RENTALS, INC. (hereinafter "BIG TEN") made this ___ day of _____, 200__ concerns an event held in the _____ from _____ to _____ on _____, 200__. It is agreed that BIG TEN, which is not a UNIVERSITY department or employee but an independent contractor, will provide the following equipment and/or services described below:

The UNIVERSITY will compensate BIG TEN in the amount of _____, payable by University of Iowa check and presented to BIG TEN after the EVENT. [*Alternative:* by procurement card.]

The equipment described above will be delivered to the _____ by BIG TEN staff at approximately _____ on _____. The UNIVERSITY contact person is _____. At least one representative of BIG TEN will be present to supervise the set up of equipment. BIG TEN will remain during the entire event and supervise the operation of equipment. At the conclusion of the event, at approximately _____ on _____, BIG TEN staff will disassemble and/or remove the rented equipment.

During the Event, a representative or representatives of BIG TEN will be present to supervise the operation of the rented equipment. BIG TEN is solely responsible for supervising the operation of equipment and agrees to be responsible for any claims or damages which result from negligent supervision or faulty equipment. With regard to the placement location of the equipment, UNIVERSITY is responsible for determining which placement locations are available as possible equipment sites. BIG TEN shall not drive stakes in the ground to secure equipment without prior approval from UNIVERSITY and other appropriate authorities.

Additional Contract Provisions

1. This contract is considered canceled without penalty in the event of a flood, strike, Act of God, or other event beyond the control of either party making it impossible for UNIVERSITY or BIG TEN to fulfill said obligations.

2. Either party may cancel this agreement without obligation or liability to the other party, by giving written notice thereof at least thirty (30) days prior to the date of the performance.

3. The UNIVERSITY shall be responsible for claims on account of damage to or loss of property or on account of personal injury or death resulting from the EVENT, to the extent such damage or injury was caused by negligent acts or omissions of UNIVERSITY employees, to the extent permitted by Chapter 669 of the Code of Iowa and pursuant to the procedures thereunder.

4. The BIG TEN shall be responsible for claims on account of damage to or loss of property or on account of bodily injury or death resulting from the EVENT, to the extent such damage or injury was caused by negligent acts or omissions of BIG TEN or BIG TEN's officials, employees, agents, or representatives.

5. BIG TEN further agrees to name the State of Iowa; Board of Regents, State of Iowa; The University of Iowa, their employees, agents and representatives as additional insureds for all claims that arise out of acts or omissions of BIG TEN or BIG TEN's officials, employees, agents, or representatives during this event.

6. BIG TEN and the UNIVERSITY agree that UNIVERSITY employees are not employees of BIG TEN, and employees of BIG TEN are not employees of the UNIVERSITY. Furthermore, members of the public (including students of the UNIVERSITY) are not considered to be representatives or employees of the UNIVERSITY or representatives of BIG TEN.

7. BIG TEN agrees to notify the UNIVERSITY of any features of the performance that are potentially dangerous to the BIG TEN, UNIVERSITY personnel, or members of the audience, or features of the EVENT that may be in conflict with state or local laws, rules, or regulations.

8. BIG TEN agrees that any bodily injury claim filed by any party arising out of the use of equipment provided by Big Ten or any claim accusing a Big Ten official, employee, agent, or representative of negligent acts or omissions allegedly caused by equipment provided by BIG TEN will be directed to BIG TEN and BIG TEN's insurance carrier.

9. This agreement shall be construed and enforced in accordance with the laws of the State of Iowa, which shall be the forum for any proceeding or suit in law or equity arising from or incidental to this agreement. This agreement is binding upon the parties hereto and their personal representatives and is not assignable by either party.

THE UNIVERSITY OF IOWA

BIG TEN RENTALS, INC.

BY _____

BY _____

Thomas R. Baker
Associate Dean of Students
Room 249, Iowa Memorial Union

