

Build My Future

National Workforce Development Initiative

April 5, 2022
8:30 AM - 2:30 PM
Kirkwood Continuing Education Training Center (KCETC)
101 50th Ave SW, Cedar Rapids, IA 52404



2022 Sponsor & Exhibitor Package

Build My Future is free for students to attend. This event is for 7th and 8th grade students in Benton, Washington, Linn, Jones, Johnson, Cedar and Iowa counties. Build My Future is a national workforce development initiative started in Springfield, MO to highlight careers through hands-on training provided by local employers, educators and skilled trades associations.

2019 was the 1st annual Build My Future- ACE event in the ICR region. Through this event 18 local companies, Kirkwood faculty and Skilled Trades Associations engaged 153 middle school students from 10 schools in hands on training in a wide range of activities including: roofing, siding, designing and building a tiny house, framing, hanging and mudding drywall, plumbing, door hanging, GPS surveying, excavator and underground utilities, job site supervisor, rebar tying, old methods v. new technologies, brick laying and many more. After canceling in 2020 and holding a 2021 virtual event, we are excited to be in person for 2022.

Through these experiences the students not only learn about the craft behind a wide range of trades, they also engage in conversations with experts about what kind of training is needed, wages, working conditions/typical day, and opportunities within the industry.

We would love to have your partnership in this event! Without company support, this event wouldn't be possible and some may never experience your trade first hand. As a sponsor and/or exhibitor, you will have the ability to directly interact with students to showcase your career opportunities!



2021 Sponsorship Levels

Visit <https://explore-ace.org/> to learn more about the portal.

Level	Amount	Description
Master	\$1500.00	Event <ul style="list-style-type: none">• Large sized logo on t-Shirt• Professional recorded interview (recorded at event) Portal <ul style="list-style-type: none">• Large logo on portal• Company page on portal with link to company site• Interview video featured on the portal and Facebook Logo <ul style="list-style-type: none">• Email logo in Vector format to ttroester@crschools.us
Journeyman	\$500.00	Event <ul style="list-style-type: none">• Medium sized logo on t-Shirt Portal <ul style="list-style-type: none">• Medium sized logo on portal• Company page on portal with link to company site Logo <ul style="list-style-type: none">• Email logo in Vector format to ttroester@crschools.us
Apprentice	\$250.00	Event <ul style="list-style-type: none">• Small sized logo on t-Shirt Portal <ul style="list-style-type: none">• Small sized logo on portal• Company page on portal with link to company site Logo <ul style="list-style-type: none">• Email logo in Vector format to ttroester@crschools.us
Friend of Industry	Amount of choice	Event <ul style="list-style-type: none">• Company name included on t-shirt
Exhibitor Only	-	Event <ul style="list-style-type: none">• Company name included on t-shirt

All sponsorships, donations and fees paid to the Build My Future- ACE will be handled by the ACE Sector Board. If you would like additional information, please contact Tara Troester at 319-558-1222 or via e-mail at ttroester@crschools.us.



2022 Sponsor and Activity Registration Form



Thank you for your participation.

Form and Payment must be received by March 4, 2022.

Company: _____
Contact: _____
Address: _____
Phone: _____
Email: _____

Sponsor Level (*All sponsors are encouraged to also be an exhibitor but it is not required.*)

_____	Master \$1500	_____	Friend of Industry (Amount \$_____)
_____	Journeyman \$500	_____	Exhibitor Only
_____	Apprentice \$250	_____	Sponsor Only

Exhibitor Information

Title of Activity: _____

Description: *Please describe demonstration and student involvement.*

_____ Access to electric is required

_____ Number of anticipated exhibitors at activity

All exhibitors must complete the included facility use agreement and provide proof of liability insurance.

Completed registration includes

_____ Registration Form

_____ Facility Use Agreement

_____ Proof of Liability Insurance

_____ Check Payable to "ACE Sector Board" with the memo: "Build My Future"

Mail completed registration to

Tara Troester, Cedar Rapids CSD, 2500 Edgewood Rd NW, Cedar Rapids, IA 52405

FACILITY RENTAL AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20__ by and between KIRKWOOD COMMUNITY COLLEGE (Lessor), whose address is 6301 Kirkwood Blvd. SW, Cedar Rapids, Iowa 52404, hereinafter called Lessor, and _____, whose address is set forth on Exhibit A attached hereto, hereinafter called the Lessee, for the considerations hereinafter mentioned,

- A. Lessor owns the premises identified on Exhibit A attached hereto ("Premises" or "Facility") which are available for rental.
- B. Lessee wishes to rent the Premises upon the terms and conditions set forth herein. Both parties execute this Agreement to set forth the terms and conditions of the rental.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is acknowledged by the parties, it is agreed by and between Lessor and Lessee as follows:

1. **Premises and Term:** Lessor hereby rents to Lessee the Premises identified in Exhibit A for the days and times set forth in Exhibit A, and only for the permitted use as specified in Exhibit A ("Program").
2. **Setup:** The Premises shall be set up according to the specifications provided by Lessee to Lessor at the time this Agreement is executed, such set up to be limited to only that equipment which is located on-site at the Premises, which may include, but not limited to, chairs, tables, a lectern or podium, and hookups and power source for audio/visual equipment. Additional audio-visual equipment may be available for a separate fee and will be billed separately (see Exhibit A). 10 business day notification is required if any equipment is needed. Any changes to the specifications must be provided by Lessee to Lessor in writing no later than two (2) business days prior to the Program.
3. **Common Areas:** Lessee and its Program Participants shall have the non-exclusive right to use any and all common areas that are part of the building of which the Premises is a part. The common areas may include hallways, elevator, entrances, rest rooms, parking lot and stairways ("Common Areas"). Common Areas shall not include the cafeteria. Lessee shall do nothing to impede or restrict the use of such Common Areas by Lessor and others. Lessee shall be responsible for and shall indemnify and hold Lessor harmless as set forth in Section 11 for any and all damage to the Common Areas resulting from the use of the Common Areas by the Lessee and its Program Participants.
4. **Rent:** Lessee shall pay Lessor the rent amount set forth on Exhibit A. Any amount due to Lessor not paid prior to or at the time of use, will be invoiced to Lessee. Payment of the invoice must be made upon receipt. Lessor reserves the right to refuse to schedule any future programs proposed by Lessee or in its behalf if amounts are owed to Lessor hereunder. PAST DUE AMOUNTS SHALL ACCRUE INTEREST AT THE RATE OF 18 PERCENT PER ANNUM from the date due until paid in full.
5. **Use:** Lessee will use the Premises only for the conduct of the Program and in a manner for which the Premises are intended to be used. Lessee is responsible for the control of its Program Participants. Lessee's use is subject to Lessor's Facility Rental Policy. Lessor reserves the right to change the Rules and Regulations and its Facility Rental Policy from time to time. In the event Lessee wishes to decorate the Premises for the Program, or in any other way materially change the setup of the Premises, Lessee must receive advance approval in writing from Lessor, which approval Lessor may withhold in its sole discretion. In the event approval is granted, Lessee shall return the Premises to its original condition immediately following the Program. Lessee will not post any signs, cards or posters for the Program except in areas designated for such posting by Lessor. All materials are subject to approval by Lessor. Nothing can be temporarily affixed to any painted surface in

any area. Lessee agrees not to interfere in any way with the ordinary use by Lessor or others of any portion of the building or grounds in which the Premises is located, and Lessee acknowledges that other events may be scheduled during the Program in these locations. Lessee agrees that it and its Program Participants shall in no way injure, damage, or deface the Premises, the equipment located in the Premises, or the remaining portion of the building in which the Premises is located. Lessee shall be responsible for and shall indemnify and hold Lessor harmless as set forth in Section 11 for any and all costs and expenses of any such injury, damage or defacement. Any props, equipment, or other items brought into the building, rooms, or hallways by or at the request of the Lessee or its Program Participants must be removed by Lessee upon completion of the Program.

6. **Utilities and Other Services:** Lessor shall at its expense provide all utilities, security and janitorial services for the Premises that would be required for the typical use of the Premises by Lessor during regular business hours. Lessor shall not provide personnel for Lessee's Program, including but not limited to instructors, proctors, or additional security personnel (other than those security personnel who regularly oversee the Premises). In the event the Lessee's Program requires extraordinary use of utilities, security or janitorial services, Lessor must agree to such extraordinary use and it will be listed on Exhibit A with any additional charges itemized. If any security personnel are provided by Lessee, such personnel shall be subject to the control of Lessee and Lessee shall provide Lessor with written information regarding the identity of such personnel prior to the Program. Such personnel shall also be fully insured as per Section 9 below.

7. **Cancellation and Termination:**

Cancellation Prior to Program. The Lessee must notify Lessor per Section 12 below in writing if it becomes necessary to cancel or reschedule a Program. No fee will be charged to cancel or reschedule a Program if notification of the cancellation is received not later than ten (10) business days prior to the scheduled start date for the Program. If the Lessee must postpone the Program due to a Force Majeure or emergency event not created by Lessee or Program Participants, the Program may be rescheduled without penalty if the Premises are available, all at the discretion of Lessor. Lessor is not liable for any costs incurred by Lessee, as a result of such cancellation or rescheduling. Lessor reserves the right to cancel any Program: (i) in the event of a Force Majeure or emergency event, or ii) if Lessor determines persons or property might be endangered and/or the Program might in any way be prejudicial to others or not in the best interest of Lessor and/or the community.

Breach, Cure and Termination. In the event of default by a party, in addition to all other remedies available herein, at law or in equity, either party may elect to terminate this Agreement by giving the defaulting party written notice of the default and an opportunity to cure ending at the earlier of the day before the Program or ten (10) days after delivery of the notice. If the default is not timely cured, this Agreement shall terminate. Any misrepresentation made by the Lessee to obtain this Agreement with Lessor may be grounds for immediate termination of this Agreement by Lessor.

Immediate Termination. If any one of Lessee, its employees, agents, contractors or the Program Participants violate the terms and conditions of this Agreement including but not limited to the Rules and Regulations and the Facility Rental Policy, Lessor may immediately terminate this Agreement and in the event that the Program is then being held, Lessee, its agents, employees and the Program Participants shall immediately vacate the Premises.

8. **Assignment and Subletting:** Lessee shall not sublet, assign or in any manner transfer this Agreement or any interest therein.
9. **Lessee's Insurance:** Lessee shall procure and maintain a policy of insurance, at Lessee's sole cost and expense, with a combined single limit of not less than \$1,000,000 per occurrence for personal injury, death and property

damage and a \$2,000,000 aggregate umbrella made by, or on behalf of, any person or persons, firm or corporation arising from, related to or connected with the Premises. Said insurance shall comprehend full coverage of the indemnity set forth in Section 11 hereof. The insurance shall be in companies and in form, substance and amount (where not stated above) satisfactory to Lessor. Lessee shall obtain a certificate of insurance, listing Kirkwood Community College as an additional insured on the policy. In addition, a waiver of subrogation in favor of Kirkwood Community College will be provided. The certificate of insurance shall be provided to Lessor no later than ten (10) business days prior to the Program, and the coverage should include two (2) days prior to the Program and one (1) day following the Program to cover move in, move out and any Program Participants who may opt to come early or stay late.

10. **Compliance with The Law:** Lessee shall keep the Premises and conduct its Program thereon in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof, will not permit the Premises to be used for any unlawful purpose, and will protect Lessor and save Lessor harmless from any and all fines and penalties that may result from or be due to any infractions of or noncompliance with such laws, ordinances, rules and regulations.

11. **Indemnity:** Lessee is fully responsible for the acts and omissions of its employees, agents, contractors and all Program Participants. Lessee is responsible for ensuring that all terms and conditions of this Agreement are followed by its employees, agents, contractors, and the Program Participants. Lessee will protect, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against KCC by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or any common area of the Premises resulting from any act or omission of Lessee or its employees, agents, representatives; or invitees (b) any failure on the part of Lessee or its employees, agents, representatives or invitees to perform or comply with any of the terms of this Agreement. In case any action, suit or proceeding is brought against Lessor by reason of any such occurrence, Lessee will, at Lessee's expense, using legal counsel satisfactory to Lessor, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended. Any settlement of any claim must be approved by Lessor.

12. **Miscellaneous:**

a) **Amendments.** None of the covenants, terms or conditions of this Agreement shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed by both parties.

b) **Notices.** All notices to or demands upon one party by the other given under this Agreement shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been either hand delivered, sent by overnight courier, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the following Address; or at such other address as the party may theretofore have designated by written notice to the other party:

To Lessor: Kirkwood Community College
 Attn: Troy McQuillen
 6301 Kirkwood Boulevard S.W.
 Cedar Rapids, Iowa 52404

To Lessee: At the address for Lessee set forth in Exhibit A.

The effective date of giving of the notice shall be the day the notice is sent and the date of receipt of such notice shall be upon receipt of the notice if delivered by hand or overnight courier, or three (3) days after the date of mailing.

- c) Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.
 - d) Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 - e) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Iowa. Lessor and Lessee each irrevocably submit to the exclusive jurisdiction and venue of the Iowa State Courts and Federal District Court in Linn County, Iowa. Both parties irrevocably waive a trial by jury of any size.
 - f) Force Majeure. It is understood that at times unavoidable delays result from causes that are beyond the control of either party ("Force Majeure Events") including acts of God, embargo and other governmental act, regulatory requests or directives, fire, floods, accidents, strikes or labor disputes, lockout, war, riot, terrorism, delay in transportation or inability to obtain necessary labor, material or facilities. Should a Force Majeure Event occur which makes it inadvisable, illegal or impossible for Lessor to provide the Premises to the Lessee, this Agreement will be terminated, and Lessor and Lessee shall be excused from performance hereof. Lessor in such case shall be liable only for the repayment of any amounts paid to Lessor by Lessee prior thereto. In addition, Lessor reserves the right to cancel the Program if and when Lessor otherwise cancels events including classes at its campus or other locations. When Lessor closes its main college campus (Cedar Rapids, Iowa) it will result in closure of all other Kirkwood locations and facilities.
 - g) Counterparts. This Agreement may be signed in any number of counterparts each of which shall be considered an original but when taken together shall constitute one document.
 - h) Exhibits and Attachments. All exhibits and other items attached hereto or referred to herein are incorporated into this Agreement by reference. The Facility Rental Policy of Lessor is also incorporated herein by this reference.
13. **Iowa Gift Law:** Lessee acknowledges that under Iowa law Lessor is a state agency. As such, both Lessor and its employees are subject to Iowa Code Chapter 68B, Government Ethics and Lobbying Act, and its requirements and restrictions. Accordingly, Lessee will, in performing its contract with Lessor, abide by the applicable provisions of Iowa Code Chapter 68B. Lessee agrees to make its representatives, agents and employees familiar with the provisions of Iowa Code Chapter 68B.
14. **No alcoholic beverages are permitted on any part of Lessor's campus and facilities including the Premises unless approved by Lessor's President.**

This Agreement is effective as of the date first written above.

Lessee

BY: _____
Lessee Representative Signature

Print Name: _____

Title: _____

Kirkwood Community College
Lessor

BY: _____
Lessor Representative Signature

Print Name: _____

Title: _____

EXHIBIT A

Provide the information corresponding to the Section of the Agreement that is noted, if noted. In the event no information is needed, indicate by using N/A (Not Applicable).

Premises or Facility (Section 1): The location that will be used or rented.

Term (Section 2): The date(s) beginning and end times of use.

Rent (Section 3): Provide detail of the rental costs and fees.

Permitted Use (Section 4): Explain Lessee's proposed use of the Facility.

Utilities and Other Services (Section 5): Identify any extraordinary services Lessor is to provide and the cost, if any, thereof to be paid by Lessee. Such as: security personnel, utilities, technical, janitorial services or additional Audio/Visual equipment or service.

Insurance (Section 6): Note that the insurance requirement has been met and attach Certificate of Insurance. Insurance is not required for rental of general classroom space.

Food/Beverage (Section 7): Please note below if there are food and beverage needs for your event. Neither food nor beverages may be brought onto the Premises whether by Lessee, its employees, agents, representatives, contractors or Program Participants without Lessor's prior consent. Any and all food and beverage arrangements if the Premises are located at Lessor's main campus at 6301 Kirkwood Boulevard in Cedar Rapids must be made through The Café at KCC by calling 319-398-5665.

Notice Address for Lessee:

Rules and Regulations for Rental Facility Use

- a) Use or rental of property owned by Kirkwood Community College (KCC) does not constitute sponsorship by KCC. The KCC logo or sponsorship listing may not be used in promotional materials by an external community, individual or organization without the written consent of the KCC Marketing Services department.
- b) KCC reserves the right to refuse the use of any of its facilities for external community purposes subject to state law.
- c) KCC facilities cannot be used for commercial purposes, or to provide education or training services that are deemed by KCC to be in competition with KCC.
- d) KCC reserves the right to change or cancel classes or business when needed with adequate notification.
- e) Excessive noise, damage to the Premises, and improper use of the Premises are prohibited.
- f) Any solicitation of or promotion to non-Program Participants by a user or tenants, its employees, agents, representatives or contractors is strictly prohibited. Except as may be specifically provided in the Rental Agreement, distribution of information to non-Program Participants or distribution of information outside of the Premises whether by a user or tenant, its employees, agents, representatives, contractors or otherwise is strictly prohibited.
- g) The maximum capacity for all facilities cannot be exceeded whether by order of the Fire Marshal or by City or County Code.
- h) In compliance with the State of Iowa Smoke Free Air Act, as of July 1, 2008, KCC's campus and all KCC locations are property are smoke-free. Tobacco use, including smokeless tobacco, is prohibited.
- i) No alcoholic beverages are permitted on KCC's campus and facilities unless approved by KCC's President.
- j) For safety reasons, the following items are prohibited on KCC's campus and facilities: candles, incense, firearms, indoors or outdoors fireworks, dangerous weapons including, but not limited to pistols, rifles, explosives and dangerous chemicals; live-cut Christmas trees, space heaters and other portable heating devices, dangerous substances and chemicals including, but not limited to automobile batteries, gasoline, acids, and other dangerous chemicals and latex (such as balloons). No animals will be allowed on KCC's campus or facilities, other than service animals.
- k) Food and beverage are permitted at a KCC facility only with the consent of KCC. If the Premises are located at KCC's main campus (6301 Kirkwood Boulevard SW in Cedar Rapids), food and beverage requirements must be purchased through The Café at KCC.