

# Indiana Landmarks Center

## RENTAL FACILITY TERMS OF USE

### TYPES OF USE

An individual, group, organization or corporation may apply to rent Indiana Landmarks Center and/or Morris-Butler House, providing that the use of the facility and grounds is lawful and does not interfere with Indiana Landmarks' mission. All plans for use must be submitted for approval to the Event Department prior to finalizing a contract. Indiana Landmarks will not rent the facility for use by any organization that practices or advocates discrimination based on race, color, religion, gender, disability or national origin. Events that, in the opinion of the Director of Special Events, may present an unacceptable risk to the public or the facility or may be an inappropriate use of the facility will not be permitted.

### CONDITIONS

Indiana Landmarks hereby permits the named individual, group, organization or corporation, referred to as the Client, to use specified area(s), equipment, and services of its facility—Indiana Landmarks Center at 1201 Central Avenue, and/or Morris-Butler House at 1204 North Park Avenue in Indianapolis, Indiana—for the sole purpose outlined in the rental contract. The Client's right to use the premises may not be assigned to any other individual, group, organization or corporation. The Client understands that exhibits, displays, signage, color schemes, etc. within any area of Indiana Landmarks Center and Morris-Butler House may be changed without notice to the Client.

### RESERVATIONS

A signed rental contract is required prior to an event. An event is considered confirmed when Indiana Landmarks' Event Department has received all of the following: signed rental contract and rental facility terms of use, damage deposit (if required), initial deposit of room rental and payment of additional fees (see rental rate sheet for outline of additional fees).

- a. Indiana Landmarks reserves the right to cancel an event if the signed rental contract, deposit and/or initial rental fees are not received within 30 days from event date or as stated in the rental contract.

- b. Evening events must end by 11 p.m. unless the Client contracted for one additional hour or prior approval was granted in writing by Indiana Landmarks. If event is held outside, all music and noise must end by 11 p.m. to comply with city ordinance.

### PAYMENTS, FEES & DEPOSITS

- a. Payment of initial room rental deposit, Indiana sales tax, damage deposit, membership fee (if applicable), and additional fees for services, equipment and technicians must be paid within 30 days of contract date or as stated in the contract.
- b. Indiana Landmarks must receive the balance of the rent agreed upon in the contract at least 30 days prior to the event or as stated in the contract.
- c. Indiana Landmarks reserves the right to cancel an event if the final payment is not received 30 days prior to the event, subject to the cancellation policy stated in the rental facility terms of use.

### DAMAGE DEPOSIT & DAMAGES

- a. A damage deposit of \$600 is required for all rental events at Indiana Landmarks Center serving alcohol or where estimated attendance exceeds 100. A damage deposit of \$300 is required at Morris-Butler House for events serving alcohol or where estimated attendance exceeds 30. The damage deposit is not liquidated damages, and the Client's liability for damages is not limited to \$600 and \$300, respectively.
- b. The Client agrees to assume financial responsibility for any damage to or loss, including theft, of objects or property belonging to Indiana Landmarks, and for any personal injury incurred on the premises, caused in whole or in part by any act or omission of the Client and/or its guests, invitees or agents.
- c. The damage deposit will be refunded to the Client within six weeks after the event provided no damage occurred, no excessive clean up was required, and all terms of use were followed by the Client and the Client's guests. Indiana Landmarks has sole discretion to partially or completely retain the damage deposit.

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### MEMBERSHIP

- a. Rental use of Indiana Landmarks Center and Morris-Butler House is a benefit of membership in Indiana Landmarks. A Client who wishes to rent either or both facilities must be a current Indiana Landmarks member or join upon signing the rental contract.

### INSURANCE & PERMITS

- a. The Client is responsible for obtaining and paying for any special licenses, fees or permits required for lawful use of the facility.
- b. The Client shall file with Indiana Landmarks, at least 30 days prior to the use, a certificate of insurance naming Indiana Landmarks as additional insured for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by Indiana Landmarks. Indiana Landmarks requires that the Client hold \$1,000,000 in general liability insurance coverage at a minimum for businesses/corporations, and a minimum of \$500,000 for an individual or not-for-profit organization.

### INDEMNIFICATION

- a. The Client agrees to indemnify and hold harmless Indiana Landmarks, its employees, agents, vendors, and subcontractors, against any and all losses, claims, actions, suits, costs, damages, and liabilities arising from any act or omission of the Client or the Client's employees, agents, vendors, subcontractors, and event guests, or from the use of the facility, except that which results from gross negligence or willful misconduct of Indiana Landmarks, its employees, vendors, agents or subcontractors.

### CANCELLATION

- a. If the Client cancels an event more than 60 days prior to the event, Indiana Landmarks will retain the 50% rent payment and membership fee. The damage deposit and any payment made for additional fees will be refunded.

- b. For cancellation with 60 days or less notice, Indiana Landmarks will refund only the damage deposit (less rent due) and certain additional fees. We will not refund rent or membership fee. If Indiana Landmarks has not received the full rent payment, we will deduct the unpaid amount from the damage deposit.
- c. Indiana Landmarks may cancel an event if the property has become unsafe or unsuitable for use due to natural disasters or conditions beyond our control. In such conditions, at the Client's option, the event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Client opts not to reschedule, Indiana Landmarks will refund all payments received.
- d. Force Majeure: Performance of this Agreement is subject to acts of God, war, government regulation (including governmental advisories, quarantines, and curfews), disaster, fire, terrorism or any other extraordinary occurrence taking place which would make it impossible or inadvisable for the parties to perform their obligations under this Agreement. This Agreement may be terminated by either party without penalty for such reasons by written notice from one party to the other, in which case this Agreement shall be declared null and void and Client shall receive all deposits made prior to date of termination.

### DEFAULT

- a. Under this contract, the following shall constitute Default by the Client and shall result in the cancellation of the event: (1) non-payment of rent, damage deposits and other fees when due; (2) failure to abide by the terms and conditions of the rental contract; or (3) failure to present the event as outlined in the rental contract, unless changes are approved in writing by Indiana Landmarks prior to the event.

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### USE OF NAME, LOGO, PHOTOS & VIDEO

- a. On all printed materials, promotions, advertising and media engagement related to the rental event, the facilities should be identified as Indiana Landmarks Center, and the address as 1201 Central Avenue, Indianapolis, IN, and/or Morris-Butler House, at the address 1204 North Park Avenue, Indianapolis, IN.
- b. Use of Indiana Landmarks' logo must be approved in advance and reviewed by Indiana Landmarks' Marketing Department.
- c. Photographs and video of the facilities, interior and exterior, for personal use are permitted. Use of photographs and video of the facilities for commercial or fundraising use must be approved in advance by Indiana Landmarks' Marketing Department.
- d. Indiana Landmarks reserves the right to photograph and video rental events for the event record and promotional purposes.

### ALCOHOL

- a. Alcoholic beverages must be supplied and served by a caterer approved to operate at Indiana Landmarks Center and Morris-Butler House.
- b. Indiana Landmarks abides by all laws of the State of Indiana concerning the use and serving of alcoholic beverages. Indiana law prohibits the carry-in or carry-out of alcoholic beverages to or from the premises by anyone other than a licensed vendor.
- c. Indiana law requires that no one under the age of 21 be served an alcoholic beverage and Indiana Landmarks and its approved caterers reserve the right to request identification, but Indiana Landmarks shall not be obligated to do so as this remains the Client's responsibility. Adherence to legal age limits must be strictly enforced by Client.
- d. Indiana Landmarks and its approved caterers reserve the right to refuse to serve alcohol to anyone who appears to be intoxicated, but both Indiana Landmarks and Client agree that Client shall be solely responsible for the acts and omissions of Client's agents, guests and invitees. Our security staff is authorized to remove drunk and disorderly event attendees.

- e. Alcohol may be served only at events that include food service.
- f. No keg beer, self-service beverage stations or straight alcohol "shots" are permitted at any event.
- g. The maximum length of bar service for any event is five hours.
- h. All bar service must end at least 30 minutes prior to the scheduled conclusion of an event.

### CATERING

- a. All food and beverages must be prepared and served by an Indiana Landmarks-approved caterer.
- b. The Client must execute a separate agreement with an approved caterer for food and beverage service, independent of Indiana Landmarks' facility rental agreement. All catering arrangements and expenses are the responsibility of the Client. Indiana Landmarks is not liable for caterers' pricing, service, conduct or product.
- c. The Client's rental contract with Indiana Landmarks does not include food and beverage service, use of tables, banquet chairs, and other equipment. (*Exception: If a Client contracts for a Victorian Tea at Morris-Butler House, food and beverage service, tables, chairs, linens, and tableware is included as outlined in the rental contract.*)
- d. While catering arrangements are made directly between the Client and the caterer, the Client must notify the Event Department of the caterer selected from the approved list.

### EQUIPMENT & DELIVERIES

- a. The Event Department must be notified in advance of any Client and/or Client-vendor deliveries and/or pick-ups scheduled at Indiana Landmarks Center and/or Morris-Butler House.

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## RENTAL FACILITY TERMS OF USE

- b. Indiana Landmarks does not assume liability for items the Client or Client's vendors deliver or store on the premises. All equipment and materials delivered to the facilities must be removed immediately following an event, unless other arrangements have been agreed to in advance by Indiana Landmarks' Event Department.
- c. All personal equipment is used at the sole risk of the Client; Indiana Landmarks and its staff are not liable for any damages to personal equipment.

### VENDORS & CONTRACTORS

- a. The Event Department must be notified of all vendors and contractors providing products or services for the Client's event, including but not limited to permitted caterer, florist, licensed cake baker, event planner, photographer, entertainer, DJ, audio-visual vendor, tent vendor, table and chair and other rental equipment suppliers.
- b. Vendors and contractors must hold current liability insurance and provide proof to Indiana Landmarks upon request.
- c. All vendors and contractors must be aware of and adhere to these Terms of Use. If infractions occur, all or part of the Client's damage deposit may be withheld and vendors/contractors may be restricted from operating at the facilities.
- d. All vendors and contractors must coordinate plans and set-up details with the Event Department at least one week in advance of the event.
- e. Indiana Landmarks is not liable for services provided by vendors or contractors.
- f. Indiana Landmarks' in-house audio-visual systems and equipment may be operated only by Indiana Landmarks-approved personnel at the expense of the Client.

### EVENT SET-UP & TEAR-DOWN

- a. Event set-up may begin two hours prior to event starting time ("Set-up time" as listed in the rental contract).

- b. Vendors may not have access to the event area until set-up time, unless other arrangements have been approved in advance by the Event Department.
- c. Tear-down must take place immediately following the "Event end time" (as listed in the contract) and all items removed from the building immediately, unless other arrangements have been approved in advance by the Event Department.

### DECORATIONS

- a. Event decorating may begin two hours prior to event starting time ("Set-up time" as listed on the contract).
- b. All decorations and installation plans must be approved by the Event Department prior to event set-up.
- c. All decorations must be provided by the Client, or their contractor; no materials will be provided by Indiana Landmarks or Morris-Butler House. (Exception: Both facilities install holiday décor that must remain in place from approximately one week before Thanksgiving through the end of the first week in January.)
- d. Nails, pins, wire, tape, or other adhesives may not be used to apply decorations to any building surface. Cost of repair or cleaning or any marks or damages to the facility as a result of Client's decoration will be deducted from the Client's damage deposit.
- e. All floral arrangements and plants brought into Indiana Landmarks Center and Morris-Butler House must be clean and pest free.
- f. Candles should be used sparingly and flames must be enclosed entirely within votive holders or other glass containers. Unprotected flames are strictly prohibited.
- g. Smoke effects, explosives or pyrotechnics, including sparklers, are not permitted inside or on the grounds of Indiana Landmarks Center and Morris-Butler House.

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## RENTAL FACILITY TERMS OF USE

- h. Use of confetti, glitter, rice, birdseed, straw/hay, or silly string is strictly prohibited inside or on the grounds of Indiana Landmarks Center and Morris-Butler House. Bubbles may only be used outside and are strictly prohibited inside the building.
- i. Live animals, except for service animals, may not be brought on the premises.
- j. Indiana Landmarks is not responsible for any decorative items left on site after an event.

### SECURITY

- a. Rental fees do not include the cost of on-site security guards.
- b. Relative to the size and/or nature of an event, Indiana Landmarks may require one or more security officers on-site for the event, hired by Indiana Landmarks at the Client's expense, for the length of the event plus one hour.
- c. All security guards will be contracted and scheduled by Indiana Landmarks
- d. Indiana Landmarks requires an adequate number of adult chaperones for youth activities in the facilities.

### SMOKING

- a. Indiana Landmarks Center and Morris-Butler House are smoke-free facilities. Smoking is prohibited both inside and on the grounds.

### SERVICES

- a. An Indiana Landmarks staff person will be present and on duty for the entire event. The staff member will open the facility, provide information and direction to clients and vendors, and assure that the facility is in proper operating order. The staff member will not assist in set-up, decorating, staging, or other event-related services.

- b. Indiana Landmarks provides cleaning and maintenance services prior to and after the event in public spaces, restrooms and the reserved event space. Indiana Landmarks may assess the Client additional fees should the premises require excessive post-event cleaning.
- c. Parking is available in the Indiana Landmarks Center lot adjacent to the building and in Morris-Butler House lot at the corner of 12th Street and Park Avenue on a first-come, first-served basis. On-street parking is allowed on Central and Park avenues and 12th Street.
- d. What we do NOT provide: tables, chairs, linens, table service, decorations (these may be available through your caterer or event planner).

### PLEASE SIGN & DATE

Your authorized signature below signifies that you have read and understand all of the foregoing terms and conditions and agree to abide by them.

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CLIENT NAME

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COMPANY OR ORGANIZATION (IF APPLICABLE)

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NAME OF EVENT

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DATE AND TIME OF EVENT

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AUTHORIZED SIGNATURE

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PRINTED NAME

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DATE