

Eugene and Marilyn Glick Indiana History Center Facility Use Agreement

Access to the facility for the purpose of site preparation shall be granted based upon the ***Begin Reserved Time*** indicated in this contract with the understanding that no activities shall disrupt public spaces during the Indiana Historical Society's public hours of operation. It is expected that all guests will vacate the facility upon the scheduled close of the event and all tear-down by the client or contractors must conclude by the ***End Reserved Time*** as indicated in this contract.

Types of Uses

Any individual, group, organization, or corporation that is a member of the Indiana Historical Society is eligible to apply for use of the facility with the understanding that the facility and grounds may not be used for any purpose that interferes with the Society's mission or is deemed unlawful, and all plans for use must be discussed and/or submitted to the Events Department prior to contracting. All fundraising activities must be approved in advance by the Indiana Historical Society's President and CEO or designated representative. Further, the facility will not be made available to any organization that practices or advocates discrimination based on race, color, religion, sex, disability or national origin.

Conditions

The Indiana Historical Society, hereinafter referred to as the IHS, hereby agrees to permit the above-named individual, group, organization or corporation, referred to as the Client, to use its facility, located at 450 West Ohio St., Indianapolis, IN for the sole purpose as outlined of said area(s), equipment and services and for no other purposes. The Client's right to use the premises may not be assigned in any way to any other individual, group, organization or corporation. Certain other activities and events may be held at the IHS during the Client's scheduled event, unless all areas of the facility have been rented.

All Clients entering into an agreement to use the IHS facilities do so with the understanding that the primary mission of the institution is to connect people to the past by collecting, preserving, interpreting, and disseminating the state's history. As such, all exhibits, displays, signage, color schemes, etc. within any area of the facility can be changed without notice to the client.

Reservations: All events must be scheduled with the Events Department. A signed rental contract is required prior to all events, and all events will be considered confirmed only after receipt of the contract and deposit is received by the Events Department.

Fees and Deposits: A deposit of 50% of the rental rate plus the security deposit, if applicable is required to be paid upon contracting for the rental space with the balance required at least 30 days prior to the event. IHS reserves the right to cancel any event where the final deposit is not received within 30 days of that event whereby client will be subject to the IHS cancellation policy.

Security Deposit/Damages: A damage deposit of **\$500.00** will be required for ALL events serving alcohol and/or where estimated attendance exceeds 100 people. In requesting the use of the facility, the Client agrees to assume financial responsibility for any damage to or loss of objects or property belonging to IHS, and for any personal injury incurred caused by any act or omission of the Client and/or its guests, invitees or agents. All security deposits will be refunded within 4 to 6 weeks after the event provided no damage occurred, no excessive clean up was required and all policies were followed. Any decision to partially retain or not to return the security deposit is at the sole discretion of the Events Department.

Indiana History Center

Facility Use Agreement

Page 2

Membership: Rental of the facility is a benefit of IHS membership, and all Clients (except not-for-profit organizations) wishing to use the facility must be current IHS members or join upon contracting for facility use.

Insurance/Liability/Indemnification: Any party using the IHS facility or grounds shall be responsible for obtaining and paying for any special licenses, fees or permits required. The Client shall file with IHS, at least 30 days prior to the event, a certificate of insurance naming IHS as additional insured for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by IHS. A minimum \$1,000,000 general liability is required for businesses/corporation, and a minimum of \$500,000 general liability is required for individual parties and not-for-profit organizations. The Client indemnifies the IHS against all liability costs, including attorney's fees, which arise in connection with the use of the facility, except that which results from negligence or willful misconduct of the IHS, its employees, agents, or subcontractors.

Alcohol: All alcoholic beverage service must be provided and served by the exclusive provider for IHS, Hoaglin Fine Catering. Alcohol may only be served with food and done so in accordance with all applicable laws. Further, no keg beer or straight alcohol "shots" are permitted to be served at any rental event, AND the maximum length of any bar service for any event is 5 hours with all bar service ceasing 30 minutes prior to the scheduled conclusion of an event.

Cancellation: If an event is cancelled by the Client up to 30 days in advance, fifty percent of the rental fee, will be retained by the IHS. The security deposit that is retained will be refunded. If an event is cancelled less than 30 days prior to the event, only the security deposit will be refunded and the full rental fee shall be charged or retained.

The IHS may cancel the event if any of the property necessary to the intended use has become unsafe or unsuitable for such use. In such an eventuality, at the Client's option, the scheduled event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Client opts not to reschedule the event, the IHS will refund ALL deposits received.

Caterer: All food and beverages (excluding alcoholic beverages which must always be provided by Hoaglin Fine Catering) must be provided by a provider approved by IHS and all such agreements shall be subject to a separate agreement between the Client and caterer. Eating and drinking may be restricted in some areas including the facility's galleries, and at no time is personal food and beverages permitted to be brought into the facility.

Cleaning and Maintenance: Cleaning and maintenance services are provided prior to the event in public spaces, restrooms and the event space reserved. However, additional fees can be assessed should clean-up be deemed excessive.

Security: All fees include primary security coverage within the facility. Additional charges could apply where additional personnel are required due to the size or nature of an event.

Indiana History Center

Facility Use Agreement

Page 3

Decorations/Set-Up: Clients may begin decorating and/or set-up based upon the agreed upon *Begin Reserve Time* indicated in this contract and must adhere to the following:

- **All decorations and set up plans must have prior approval by the Events Department.**
- All decorations must be provided by the Client, or their contractor. No materials will be provided by IHS.
- Nails, pins, wire or tape may not be used to apply decorations to any building surfaces.
- All floral arrangements and plant matter brought into the building must be clean and pest free. No live plants or trees potted in soil are permitted inside the building.
- Smoke effects, explosives or pyrotechnics are not permitted inside the building.
- Unprotected flames are not permitted except for food warming devices.
- Candles should be used sparingly and flames must be protected entirely within votive holders or glass hurricane lamps.
- Use of confetti, glitter, rice, birdseed or bubbles is prohibited on IHS premises.
- IHS property may be repositioned only by an authorized IHS employee.
- IHS will not be responsible for any decorative items left after an event.

Equipment: Certain equipment (tables, chairs, audio-visual, etc.) may be available for use at an extra cost to the Client. All other equipment and supplies must be obtained by the Client at their sole expense from the IHS exclusive providers (if applicable). The IHS does not assume liability for any items delivered or stored on the premises, and all equipment and materials brought in must be removed immediately following an event, unless other arrangements are made with the Events Department. All personal equipment is used at the sole risk to the Client. IHS personnel are not liable for any damages to personal equipment.

Sales: Revenue generated by the IHS Basile History Market supports the programs and mission of this organization. Therefore, sales of any product including books, videos, music CD's/cassette tapes, apparel, etc. by any group other than the IHS are strictly prohibited in the building or on the grounds of the IHS without the approval of the History Market Manager. Requests to open the History Market and/or provide special products can be made with the approval of the History Market Manager (additional fees may apply).

Smoking: The IHS is a smoke-free facility. Smoking is only permitted outside of the building, and all smoking materials should be disposed of in designated containers.

Photography: Photography is not permitted in any exhibition area or the Basile History Market.

Parking: Limited parking in the lot adjacent to the north side of the IHS building is available on a first-come, first-serve basis. The IHS cannot be responsible for securing off-site parking arrangements; however, metered parking and other facilities are available throughout the downtown area.