



NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE

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THESE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE ARE CONSIDERED AN INTEGRAL PART OF THE ENTIRE AGREEMENT (HEREINAFTER REFERRED TO AS THE AGREEMENT) BETWEEN THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP, MARION COUNTY, INDIANA (HEREINAFTER REFERRED TO AS MSDPT), AND THE PARTY IDENTIFIED IN THE NON-ATHLETIC FACILITY RENTAL AGREEMENT FOR EVENT USE (HEREINAFTER REFERRED TO AS THE EVENT USE RENTAL AGREEMENT) AS THE LESSEE (HEREINAFTER REFERRED TO AS THE LESSEE), WHICH AGREEMENT INCLUDES THE PRE-EVENT INVOICE PROVIDED TO THE LESSEE AFTER THE CONCLUSION OF THE PRE-EVENT PLANNING MEETING (AS HEREINAFTER DEFINED) (HEREINAFTER REFERRED TO AS THE PRE-EVENT INVOICE), THESE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE AND THE EVENT USE RENTAL AGREEMENT. THIS AGREEMENT IS THE ONLY AGREEMENT BETWEEN THE PARTIES RELATIVE TO THE EVENT. NO ORAL STATEMENTS OR PRIOR WRITTEN AGREEMENTS SHALL HAVE ANY FORCE OR EFFECT. THE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE SET FORTH HEREIN MUST BE ADHERED TO ABSOLUTELY BY THE LESSEE IN ITS USE OF THE PORTIONS OF THE FACILITIES SET FORTH ON FORTH IN THE EVENT USE RENTAL AGREEMENT (HEREINAFTER REFERRED TO AS THE EVENT SPACE) AND THE PROPERTY ON WHICH THE EVENT SPACE IS LOCATED AND ALL SURROUNDING OR NEARBY PROPERTY UNDER THE CONTROL OF THE MSDPT (THE EVENT SPACE AND SUCH PROPERTY, HEREINAFTER REFERRED TO AS THE PREMISES).

SHOULD THE LESSEE BE FOUND IN VIOLATION OF ANY OF THE PROVISIONS OF THE AGREEMENT, INCLUDING, THESE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE, THE EVENT USE RENTAL AGREEMENT AND THE PRE-EVENT INVOICE, THE AGREEMENT WILL IMMEDIATELY BE CONSIDERED TERMINATED BY THE MSDPT AS PERMITTED BY THE AGREEMENT, AND THE LESSEE WILL FORFEIT ANY AND ALL ADVANCE PAYMENTS MADE TO THE MSDPT AND BE SUBJECT TO ALL OF THE OTHER TERMS AND PROVISIONS SET FORTH IN THE AGREEMENT WITH RESPECT TO EARLY TERMINATION. ADDITIONALLY, THE LESSEE WILL BE HELD LIABLE FOR ALL INVOICED FEES AND OTHER EXPENSES INCLUDING ANY LEGAL FEES INCURRED, WHETHER THE EVENT TAKES PLACE OR NOT.

THE PREMISES IS MANAGED BY THE STAFF OF THE MSDPT WITH OFFICES LOCATED AT 3950 WEST 56TH STREET, INDIANAPOLIS, INDIANA 46254. PLEASE BE AWARE THAT THE PREMISES OPERATES AS PART OF THE FACILITIES OF THE MSDPT AND ARE SUBJECT TO ALL POLICIES, RULES AND REGULATIONS APPLICABLE TO FACILITIES OPERATED BY THE MSDPT. THE PRIMARY PURPOSE OF THE PREMISES IS TO SERVE THE EDUCATIONAL NEEDS OF THE STUDENTS IN THE MSDPT. THE PREMISES SHALL BE AVAILABLE FOR COMMUNITY USE OUTSIDE OF SCHOOL HOURS OR AT SUCH TIME AS NOT REQUIRED BY ACTIVITIES OF THE MSDPT OR ITS AFFILIATED/RELATED ENTITIES. RENTING OF THE PREMISES IS SECONDARY TO THE SCHEDULING AND EXECUTION OF EVENTS OF THE MSDPT AND ITS AFFILIATED/RELATED ENTITIES.

IT SHALL BE THE RESPONSIBILITY OF THE LESSEE TO FULLY AND ADEQUATELY INFORM ITS EMPLOYEES, INVITEES, AGENTS AND PARTICIPANTS CONCERNING THESE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE AND ALL OTHER PROVISIONS OF THE AGREEMENT. FOR CLARIFICATION OF ANY OF THE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE OR ANY OTHER PROVISIONS OF THE AGREEMENT PLEASE CONTACT THE DIRECTOR OF SCHOOL FACILITIES OF THE MSDPT OF HIS/HER DESIGNEE.

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OBLIGATIONS OWED TO THE MSDPT IN THIS AGREEMENT MUST BE RENDERED TO THE MSDPT. CHECKS FOR PAYMENTS BY THE LESSEE AND OTHER EXPENSES BILLED TO THE LESSEE SHOULD BE MADE PAYABLE TO THE M.S.D. OF PIKE TOWNSHIP.

PROVISIONS

- I. LESSEE ACCEPTS PREMISES AS IS:** Neither the MSDPT nor the MSDPT's employees, officers, board members or agents have made any representation or promise with respect to the Premises or the Equipment except as herein expressly set forth. The first possession of any of the Premises by the Lessee shall be conclusive evidence that the Lessee accepts the Premises and Equipment, if any, "as is" and that the Premises and Equipment, including, but not limited to, the Event Space, the Equipment and all other equipment of the MSDPT contained in the Event Space to be used by the Lessee, are in good and satisfactory condition.
 - A. USAGE FEE:** The Lessee shall pay to the MSDPT a usage fee for the use by the Lessee of the Premises, all other equipment of the MSDPT contained in the Event Space to be used by the Lessee and the Equipment, if any, which usage fee amount is set forth in the Fee Schedule attached hereto as Attachment #1, plus all other charges to be paid by the Lessee under this Agreement.
 - B. HEAT, ETC:** As part of this Agreement, the MSDPT shall provide heat and air conditioning in compliance with Federal energy guidelines, electrical power, water, and normal pre-event and post-event cleaning of the Premises.
 - C. SUBLET/USE:** The Lessee may not sublet any of the Premises or in any way assign the Premises to any other person, entity or organization. The Lessee may not utilize the Premises for any purpose other than that which is specified in this Agreement.
 - D. SURRENDER OF PREMISES AND EQUIPMENT:** Upon the expiration of the term hereof, the Lessee shall surrender the Premises, all other equipment of the MSDPT contained in the Event Space to be used by the Lessee and the Equipment in as good a state and condition as they were at the commencement of this Agreement, reasonable use, wear and tear thereof and damages by the elements excepted. The Lessee is responsible to see that the Premises is cleared of all of the Lessee's employees, invitees, agents, participants and the equipment brought on the Premises by the Lessee or its agents, participants or invitees by the time set forth in the Agreement. Otherwise, the MSDPT shall charge the Lessee an amount equal to the applicable Additional Hours Fee for the applicable area as set forth in the Fee Schedule multiplied by the number of hours over the time set forth in the Agreement with each hour of additional occupancy being assessed on the first minute of such hour. The Lessee may not enter the Premises prior to the start time agreed to in the Pre-Event Planning Meeting with the MSDPT staff.
 - E. ABANDONMENT:** If at any time during the term of this Agreement the Lessee abandons the Premises, the Equipment or any part of either of the foregoing, the MSDPT may, at its option, obtain possession of the Premises and Equipment, as applicable, in the manner provided by law, and without becoming liable to the Lessee for damages or for any payment of any kind whatsoever. The MSDPT may, at its discretion, as agent for the Lessee, relet the Premises and/or the Equipment, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent and other fees due and owing by the Lessee by virtue of such reletting, and, at its option, hold the Lessee liable for any difference between the rent and other fees due and owing by the Lessee that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by the MSDPT by means of such reletting. If the MSDPT's right of reentry is exercised following abandonment of the Premises and/or the Equipment by the Lessee, then the MSDPT shall consider any personal property belonging to the Lessee and left on the Premises to also have been abandoned, in which case the MSDPT may dispose of all such personal property in any manner it shall deem proper and the MSDPT is hereby relieved of all liability for doing so.
 - F. PRIORITY SCHEDULING:** The MSDPT school group/functions will have first priority of the Event Space dates and times each year. All attempts will be made to avoid conflicts between the MSDPT school groups and outside organizations.
 - G. INTERFERENCE:** The Lessee shall use the Premises in a manner which shall not cause interference with the use or occupancy of the other portions of the adjacent, adjoining or neighboring buildings. The Lessee's use hereunder shall be done in such a manner so as not to interfere with or impose any additional expense upon the MSDPT in maintaining any of the facilities operated by the MSDPT.



- H. PROPERTY LOSS/DAMAGE:** The Lessee agrees and acknowledges that the MSDPT shall not be responsible for any damage or loss to the Lessee's property, or that of the Lessee's agents, invitees, employees, participants, etc., no matter what the cause of such damage or loss may be.
- I. NOTICE:** Any notices required to be given under this Agreement shall be made in writing and delivered by facsimile transmission, e-mail, personal delivery, overnight courier or first class mail to the following address:

PIKE TRANSPORTATION AND FACILITIES CENTER
MSD OF PIKE TOWNSHIP
3950 WEST 56TH STREET
INDIANAPOLIS, IN 46254
FACSIMILE: (317) 280-2479
RRIVAS@PIKE.K12.IN.US

II. COMPLIANCE WITH LAWS AND LICENSING: No activities in violation of Federal, State, or Local laws, ordinances, rules or regulations or the policies of the MSDPT shall be permitted on the Premises. It shall be the responsibility of the Lessee during the term of this Agreement to enforce compliance of all of the foregoing by its employees, agents, invitees, guests, participants and attendees.

- A. LICENSE/PERMITS/COPYRIGHTS:** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct the Lessee's operations specified by this Agreement. The MSDPT may require evidence of such licenses being in effect. The Lessee shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Lessee's event. The Lessee agrees to indemnify, defend and hold harmless the MSDPT, its employees, officers, board members and agents from any claims or costs, including legal fees, which might arise from the use or the questioning of the use of any such materials described above. The taking of photographs and the possession and/or use of cameras or audio or video recorders during events of copy-write protected materials is strictly prohibited. The Lessee is responsible for enforcing this restriction and confiscation of such equipment used in violation of such restriction, which equipment will be picked up by attendees after the event in the front office of the facility in which the Event Space is located.
- B. FIRE/SAFETY CODES:** All equipment and any other materials brought onto the Premises and used by the Lessee must conform to all existing fire and safety codes. The Lessee must observe all provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds. The MSDPT requires written evidence that all such codes have been observed and that operators have the required license(s), which evidence shall be immediately provided by the MSDPT upon request.
- C. ALTERATIONS AND IMPROVEMENTS:** The Lessee shall make no alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the MSDPT. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the Lessee shall, unless otherwise provided by written agreement between the MSDPT and the Lessee, be and become the property of the MSDPT and remain on the Premises at the expiration or earlier termination of this Agreement.
- D. NON-RESIDENT ALIENS:** Should any employee, agent or invitee of the Lessee or the participant(s) be a non-resident alien individual, partnership or corporation, then the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated thereunder.

III. REQUIRED FEES AND DOCUMENTATION (see Attachment #1): All fees, labor costs, and penalties referred to in these Non-Athletic Facility Guidelines and Procedures for Event Use must be paid by the Lessee in full at least ten (10) calendar days prior to date the Lessee occupies the Premises. Following the Lessee's event, any additional charges or damages will be deducted from the Security Deposit. If additional charges exceed the Security Deposit, then the Lessee will be billed for such additional Charges. In addition, the Lessee shall provide the MSDPT the following in the manner and within the time periods set forth below, and acknowledges that the failure to satisfy any of these conditions will result in a termination of this Agreement and removal of any hold placed on the date or dates for the Lessee's use of the Premises:

- A. FORMS:** The Lessee shall provide the MSDPT the fully completed Event Use Rental Agreement signed by the authorized officer of the Lessee no later than the earlier of ten (10) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises.
- B. DEPOSIT:** No later than the earlier of ten (10) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises, the Lessee shall provide the MSDPT a check for the Security Deposit (paid to the order of M.S.D. of Pike Township) in the amount, if any, set forth in writing by the MSDPT. The MSDPT shall hold such check uncashed except in the event the Lessee fails pay the Lessee the amounts due under this Agreement other than the amount set forth in the Pre-Event Invoice. The MSDPT shall not apply any of the Security Deposit to the amount owed by the Lessee set forth in the Pre-Event Invoice. Instead, the MSDPT shall apply the Security Deposit toward additional costs, including, but not limited to, damages or penalties assessed by the MSDPT against the Lessee. Notwithstanding the foregoing, if the MSDPT waives the payment of the Pre-Event Invoice as set forth in Section III.G. of these Non-Athletic Facility Guidelines and Procedures for Event Use and the Lessee then terminates this Agreement earlier than the term of this Agreement or otherwise fails to satisfy any of the conditions set forth in Section III. of these Non-Athletic Facility Guidelines and Procedures for Event Use, then the MSDPT is entitled to the amount of the Security Deposit as liquidated damages between the parties, which amount is in addition to all other rights and remedies available to the MSDPT under law, equity or this Agreement.
- C. PROOF OF NON-PROFIT STATUS:** If the Lessee is a non-profit, tax-exempt organization, then no later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee shall provide the MSDPT written evidence satisfactory to the MSDPT that the Lessee is currently recognized by the Internal Revenue Service as a non-profit, tax-exempt organization (i.e. 501(c)(3) entity). Such written evidence will be kept on file by the MSDPT for a period of one year from the date of this Agreement.
- D. OTHER CONTRACTS:** If applicable, the Lessee shall provide the MSDPT at the time it provides the Event Use Rental Agreement signed by the Lessee in accordance with III.A. of these Non-Athletic Facility Guidelines and Procedures for Event Use a copy of the contract(s) between the Lessee and the person or people or the entity or entities to be operating or participating in the Lessee's event and all people and companies providing goods/services to, or on behalf of, the Lessee in connection with the event. Portions of such contracts concerning financial arrangements with the Lessee may be redacted.
- E. EVIDENCE OF INSURANCE:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDPT with a certificate of insurance in form and substance satisfactory to the MSDPT which evidences the required insurance is in the amounts no less than the coverage amounts set forth in Section IV of these Non-Athletic Facility Guidelines and Procedures for Event Use and naming the MSDPT as an additional insured or loss payee on a non-contributory basis.
- F. FEDERAL TAX FORM W-9:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDPT a completed and executed Form W-9.
- G. PRE-EVENT INVOICE PAYMENT:** No later than fourteen (14) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall pay the MSDPT the amount set forth on the Pre-Event Invoice except as expressly waived by MSDPT, which waivers may be granted for federal, state and local governmental entities that are not permitted by their policies or applicable law to pay any such invoices prior to the use of the Premises. The Pre-Event Invoice will be issued by the MSDPT after the required meeting between the Lessee and the MSDPT staff to evaluate the event needs and logistics. Event details need to be in place thirty (30) calendar days prior to first day of use for Pre-Event Invoice to be prepared and sent to the Lessee.
- H. PRE-EVENT PLANNING MEETING:** No later than thirty (30) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall have a meeting with the MSDPT staff in order to finalize all of the details related to the Lessee's event being held on the Premises, including, but not limited



to, the need for the MSDPT to consider granting a waiver to Section XII of these Non-Athletic Facility Guidelines and Procedures for Event Use with respect to restrictions on food or beverages (herein referred to as the Pre-Event Planning Meeting).

- IV. INSURANCE:** The Lessee shall carry commercial general liability insurance in an aggregate amount of not less than \$2,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000 for injury to any one person and for any one occurrence, property damage insurance in the amount of not less than \$1,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000 for any one occurrence for premises and operations as well as products and completed operations, umbrella/excess liability insurance in the amount of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate and workers compensation and employers' liability insurance (unless a written waiver is provided by the Lessee from the State of Indiana) in the amount not less than \$500,000 for each accident, \$500,000 per policy for disease and \$500,000 for disease per employee. The insurance company or companies providing these insurance policies shall be licensed to do business in the State of Indiana and must hold a current "A-" rating or above according to A.M. Best's Key Rating Guide. Any deviation or change to the required policy coverage and endorsements are to be noted in writing on the Certificate of Liability Insurance Addendum. In addition, the Lessee shall notify the MSDPT at least thirty (30) days prior to the cancellation of any for the foregoing insurance policies. The MSDPT shall be named as an additional insured or loss payee, on a non-contributory basis, on all such insurance policies.
- V. INDEMNIFICATION:** The Lessee shall indemnify, defend and hold harmless the MSDPT, its employees, officers, board members or agents from any and all penalties, damages, expenses and judgments, loss or expenses which may arise by reason of any damage, injury, death, or claim of injury to any person including, but not limited to, the Lessee's employees, volunteers, patrons, guests, agents, participants or invitees, or to any of the property operated or owned by the MSDPT, including, but not limited to, the Premises, of any nature and howsoever caused, by reason of any invasion of personal or property rights, of every name and nature, and whether casual or continuing, by reason of trespass or nuisance and any other claim for damages arising at law or equity alleged to have been caused or sustained in whole or in part by or because of any act or failure to act by the Lessee arising out of the use, occupancy and control of any of the Premises by the Lessee at any time during the terms of this Agreement. The Lessee shall have the right to defend any such suit with attorneys acceptable to the MSDPT, and the MSDPT shall have the right, if it sees fit, to participate in such defense.
- VI. TIME:** Time shall be of the essence of this Agreement and the time herein granted shall not be extended for the occupancy or use of the Premises or for the installation or removal of any equipment, goods or materials without the written permission of the MSDPT, and any time changes made less than twenty-four (24) hours prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement shall be paid for according to the Fee Schedule (see Attachment #1) provided such time changes are accepted in writing by the MSDPT.
- VII. PUBLIC SAFETY:** The Lessee shall neither encumber nor obstruct any of the sidewalks or parking lots on the Premises or the entrance to the Premises or any halls, stairs, lobbies, foyers, nor allow the same to be obstructed or encumbered in any manner. The Lessee further agrees not to bring onto the Premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the Premises, is likely to constitute a hazard to property or likely to damage any of the Premises. The MSDPT shall have the right to refuse to allow on the Premises any such material, substances, equipment or object.
- VIII. PARKING:** Daytime parking (from 7:00 a.m. – 2:30 p.m., Monday through Friday) is restricted to areas not designated for bus parking. At all other times, the Lessee's employees, agents and invitees may park in any areas around the Premises. Violation of these parking restrictions could result in a fine. The Lessee agrees to provide this information to all persons connected with the Lessee's event. The Lessee acknowledges that all of the MSDPT parking rules and regulations shall be in full force and effect during the term of the Agreement.
- IX. INTERRUPTION OR TERMINATION OF EVENT:** The MSDPT shall retain the right at its sole discretion to cause the interruption or termination of any event when, in the sole judgment of the MSDPT, such an act is necessary due to any one or more of the following conditions:
- A.** Interruption or termination of the event is in the interest of public safety.
 - B.** The act is in violation of one or more of the MSDPT policies.
 - C.** The Lessee fails to pay rental fees or any other charges due under the Agreement when the same is due.
 - D.** The Lessee fails to perform any of its covenants herein.
 - E.** In any of the aforesaid occurrences, and in addition to any and all rights and remedies available to the MSDPT by law or in equity, the MSDPT may, with or without further notice, terminate this Agreement and expel and remove the Lessee, or any other person or persons from the Premises together with their goods, using such force as may be necessary in the judgment of the MSDPT or its agents, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby.
- X. EVACUATION OF PREMISES:** Should it become necessary in the judgment of the MSDPT staff to evacuate the Premises due to reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete the event without additional rental charge, provided such time does not interfere with another lease or planned event by the MSDPT. If, at the discretion of the Director of School Facilities or other employee designated by the MSDPT, it is not possible to complete the event, rental shall be forfeited, prorated, or adjusted at the discretion of the MSDPT based on the situation, and the Lessee hereby waives any claim for damages or compensation from the MSDPT.
- XI. ADDITIONAL ROOMS:** All of the public restrooms, public hallways, vestibules/foyers and other rooms, all as identified in the Pre-Event Invoice, are included as a part of the Premises. Any additional room space must be requested at the time of the Pre-Event Planning Meeting, and if it is granted by the MSDPT, the Lessee shall be charged an additional rental fee as determined by the MSDPT at the time of the Pre-Event Planning Meeting. There will be an additional charge of \$100/room/day of use for any rooms used by the Lessee that were not identified on the Pre-Event Invoice. No exit may be made into any corridor of any building unless expressly identified in the Pre-Event Invoice.
- XII. FOOD AND BEVERAGES:** No food or beverage may be brought onto the Premises without the express written consent of the MSDPT. The MSDPT has an exclusive food service agreement with Chartwells to provide all concession and catering services for events with proceeds benefiting the MSDPT. Prior coordination for dietary and catering needs is made through Chartwells at 317-387-2676 or SDCarey@pike.k12.in.us. Exceptions for religious and cultural groups may be approved by the MSDPT for an additional charge assessed against the Lessee by the MSDPT.
- XIII. BONDING:** The MSDPT, at its discretion, may require the Lessee to provide the MSDPT evidence of a bonding in the amount deemed necessary by the MSDPT.
- XIV. CUSTODIAN:** The MSDPT shall provide custodial staff during the entire time of any event at the Premises. Custodian time is charged to the Lessee as part of the total rental fee and is included in the Pre-Event Invoice (see Attachment #1). The Lessee agrees to leave the Premises, the Equipment and all other equipment located in the Premises used by the Lessee in good condition and stow all trash in the trash cans provided by the MSDPT. The Lessee shall pay for extra custodial services at the rates set forth on the Fee Schedule (see Attachment #1) for the additional hours worked if it is deemed by the MSDPT that the Premises have not been left in a reasonable condition.
- XV. FINANCIAL PENALTIES AND OTHER POSSIBLE CHARGES NOT REFLECTED IN THE PRE-EVENT INVOICE:**
- A. CHANGES IN TIME OR TIMES NOTED IN PRE-EVENT PLANNING MEETING:** A penalty of \$200.00 will be charged by the MSDPT against the Lessee if the Lessee changes any of the times agreed to in the Pre-Event Planning Meeting - even if such change(s) is/are made more than 24 hours before scheduled time.
 - B. CANCELLATION:** Cancellation of use(s) must be made in writing to the MSDPT at least thirty (30) calendar days in advance of said use(s). If the Lessee cancels its use(s) of the Premises with less than thirty (30) calendar days' notice, but at least fourteen (14) calendar days in advance of said use(s), then the Lessee forfeits the entire amount of the Security Deposit check. If the Lessee cancels its use(s) of the Premises with less than fourteen (14) calendar days' notice, then the full amount of the Pre-Event Invoice shall be paid by the Lessee. In case of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable announcements to the Lessee's possible guests, attendees and participants, and if the event is open to the public, public announcements, all



at the Lessee's expense, concerning the cancellation, as soon as possible following the cancellation by all reasonable means to assure that the Lessee's possible guests, attendees and participants, and if the event is open to the public, the public, is/are informed.

- C. DAMAGE/CLEAN-UP RESPONSIBILITY:** The Lessee shall be responsible for any and all damages to the Premises, the Equipment or any equipment in the Premises caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or participants whether accidental or otherwise. The Lessee further agrees to leave the Premises, the Equipment and all other equipment located in the Premises used by the Lessee in the same condition as existed on the date the Lessee took possession, ordinary wear and use excepted. Any additional custodial charges incurred because of an unusual amount of post-event clean-up will be assessed by the MSDPT against the Lessee in addition to an "Excessive Cleaning Penalty" of \$300.00.
- D. SNOW REMOVAL:** The MSDPT shall remove the snow from, and apply salt to, the parking lots and sidewalks of the Premises if the MSDPT determines such is necessary. However, if snow removal or salt application is required outside of regularly scheduled grounds keeping hours, then the MSDPT may assess the Lessee an additional fee of up to \$2,000.

XVI. PERSONNEL: The Lessee agrees to the following:

- A. LESSEE REPRESENTATIVE:** At the time of execution of the Agreement, the Lessee shall furnish to the Director of School Facilities the name, address, email address and phone numbers of the person serving as the Lessee's representative (Lessee Representative). The Lessee Representative shall be the sole person authorized to make decisions or to negotiate with the MSDPT on behalf of the Lessee. The Lessee Representative (or an alternate assigned in writing by the Lessee Representative or other authorized officer of the Lessee), must be present at the occurrence of each event and will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in the event procedures with the staff of the MSDPT. The Lessee acknowledges that that Lessee Representative is fully authorized to act for and execute documents on behalf of the Lessee.
- B. DIRECTOR OF SCHOOL FACILITIES OR DESIGNEE:** For every event the MSDPT may furnish at its sole discretion, at the expense of the Lessee, the Director of School Facilities or his/her designee to supervise the overall Premises operation and serve as the MSDPT's representative during the event. The authority of the Director of School Facilities or his/her designee is absolute with regard to the times of opening of the Premises and the starting of the event, the safety of staff, participants, guests and invitees and protection of the Premises and the areas near the Premises. The Lessee shall pay the MSDPT for the services of the Director of School Facilities or his/her designee at the hourly rate set forth on the Fee Schedule (see Attachment #1) for the hours worked.
- C. OTHER PERSONNEL:** For every event that involves the operation of the computer/scoreboard of the Event Space, the MSDPT shall furnish, at the expense of the Lessee, a technical operations director (hereinafter referred to as the Technical Operations Director) or his/her designee to supervise the overall operation of the computer/scoreboard at the Event Space. In addition to the foregoing, the MSDPT may, but is in no way obligated to, agree to provide the Lessee with other personnel to assist in the operation of the event if requested by the Lessee at hourly rates set forth in the Pre-Event Invoice.
- D. MSDPT STAFF RIGHT TO ENTRY:** The Lessee shall permit the MSDPT staff, including, but not limited to, custodial staff or agents hired by the MSDPT to provide custodial or food and beverage services, access to any part of the Premises at any time. Should the Lessee prefer not to have custodial staff in any particular areas of the Premises during the event, this must be identified in writing by the Lessee and approved by the MSDPT prior to, or during, the Pre-Event Planning Meeting.

XVII. OPENING TIMES: The Premises will be opened to the Lessee, its guests, staff, participants and invitees at the time set forth in the Pre-Event Invoice. The event will begin at the time provided at the Pre-Event Planning Meeting.

XVIII. SECURITY: The MSDPT shall provide security personnel in numbers and at times deemed by the MSDPT in its sole discretion to be necessary or advisable for the event. The Lessee shall pay for all security personnel provided by the MSDPT at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked.

XIX. FIREARMS: No one other than security personnel authorized by the MSDPT may carry, display or use any firearm on the Premises.

XX. PUBLIC AREAS: The Lessee agrees to abide by the discretion of the MSDPT concerning activities, dress, etc. of those persons acting on behalf of the Lessee in any public areas.

XXI. CONCURRENT USE: The MSDPT reserves the right to rent other parts of the facilities operated by the MSDPT at the same time as the rental of Premises to the Lessee. The use of the lobby, vestibules, foyers, hallways, lounges, concession areas and other public rooms and facilities that may be made available to the Lessee at the discretion of the MSDPT shall be concurrent with the use of such others as the MSDPT may determine; provided that such renting to others shall not unreasonably interfere with the use of the Premises by the Lessee. The Lessee understands and acknowledges that the Lessee has no rights whatsoever to enter or use the areas in the Premises except as provided in this Agreement or any other areas except those which are determined and agreed upon in writing prior to, or during, the Pre-Event Planning Meeting.

XXII. USE OF TOBACCO: The Lessee shall not permit or cause to permit the use of any tobacco products, including, but not limited to, smoking, including, but not limited to, e-cigarettes or any similar product or device, in, on, or any part of the Premises.

XXIII. ALCOHOLIC BEVERAGES: The Lessee shall not permit or cause to permit use or possession of any alcoholic beverages on the Premises.

XXIV. FOOD/BEVERAGES FOR EVENT PARTICIPANTS: The Lessee agrees that when food and/or beverages are required on the Premises for the event participants, the only areas where such food and beverages may be served and consumed are the areas designated by the MSDPT. Arrangements for this must be made prior to, or during, the Pre-Event Planning Meeting. Chartwells will provide said food and beverages, and the Lessee shall pay for such food and beverages at the prices established from time to time by Chartwells. Only water may be consumed in any room or area other than as identified in the Pre-Event Invoice.

XXV. LODGING FORBIDDEN: The Lessee, its employees, agents, invitees or guests are prohibited from using the Premises as a sleeping or lodging accommodation.

XXVI. ENTRY WAY/FOYERS: The Lessee is responsible for any damage or harm to the Entry Way or foyers that may occur during the term of this Agreement caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or participants whether accidental or otherwise. PLEASE NOTE: The Entry Way and foyers in the Premises are not to be used as a play space for children at any time. At the discretion of the MSDPT, any unsupervised behavior by children could result in the children or the Lessee being asked to vacate the Premises. The Lessee agrees to the additional terms and conditions with respect to the Premises:

A. DECORATION: No tape of any kind may be used on material covered walls. Masking tape may be used on brick, plaster or wood areas. No duct tape may be used anywhere. Only "Gaff" tape may be used on the floor. The Lessee may purchase "Gaff" tape from the MSDPT, if available, at the charge set forth on the Fee Schedule (see Attachment #1). All displays brought onto the Premises by the Lessee must be removed and/or discarded at the end of the term of this Agreement. If the Lessee fails to clean the Premises to the satisfaction of the MSDPT, normal custodial services excepted, then the Lessee shall pay the MSDPT for custodial staff at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked. Merchandise storage may occur in the storage room or rooms designated by the MSDPT in the Pre-Event Invoice. The MSDPT does not supply table covers or other decorative items.

B. THE CONCESSIONS STAND: The Concession Stand, if any, will be open during the event at the discretion of the MSDPT. No "outside" food may be brought in and consumed in the Premises. Any tables and chairs near the Concession Stand are reserved for concession food only. Food and drinks must be kept in the designated spaces.

XXVII. PUBLICITY/PROMOTION: The Lessee shall provide the MSDPT with the name of the person, entity or organization responsible for publicizing the event, if any, along with contact information which shall include office and mobile telephone numbers and e-mail address for such person, entity or organization.

A. CORRECT ADVERTISING COPY: All advertising – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – shall contain the following information:

- I. The true and correct name of the presenting agency or organization (abbreviations are not acceptable); and



2. The correct address of the Premises which is will be identified in the Pre-Event Invoice.

- B. DISTRIBUTION OF LITERATURE:** The Lessee shall not include in the programs or distribute on the Premises any literature, pamphlets, tracts, flyers, other written materials, etc., not directly pertaining to the content of, or personnel in, the event (other than standard commercial advertising) unless the Lessee obtains the MSDPT's prior express written consent to such inclusion or distribution.
- C. FUTURE ATTRACTIONS:** The MSDPT reserves the right to distribute to the attendees announcements and literature concerning future events to be held in the MSDPT facilities regardless of whether such events are under the auspices of, or in any way related to, the Lessee.
- D. POSTERS, PHOTOGRAPHS, ETC.:** All posters used in, or at, the Premises by the Lessee must be taken down after the conclusion of the term of this Agreement or they become the property of the MSDPT. All posted announcements must carry the full name of the sponsoring organization(s) and correct advertising copy.
- E. DISPLAYS:** The Lessee shall display posters, photographs, models, etc. pertaining to the event only in such areas as are approved by the MSDPT. Further, the Lessee shall not use any tape, tack, nail, screw or other fastening device into the ceilings, walls, or floors of the Premises so as to mar, deface, or injure the Premises. Displays at, or on, the Premises may be moved or covered only by the MSDPT.
- F. PROGRAMS:** When applicable, the Lessee is required to prepare and distribute printed programs to the attendees and guests in order to insure that information regarding the Premises operations and regulations is fully disseminated. The following information shall be in any and all materials disseminated to the attendees, guests and event participants:
 - 1. **Accessibility.** The Premises is an ADA accessible facility. Please note that Audio Description and American Sign Language interpretation require 14-day advanced notice and are subject to availability.
 - 2. **Admission.** Admission prices vary by event.
 - 3. **Concessions.** Beverages and food items are sold in the concession area. All proceeds go to further the programs in the M.S.D. of Pike Township. Food and beverage (except water) are not allowed in any area other than the concession area.
 - 4. **Emergency Evacuation.** Exits are conveniently located throughout the Premises. Please note your closest exit. In the event of an emergency, please walk to the nearest exit, and listen for further instructions.
 - 5. **First Aid.** Contact the _____ at (317) _____ for assistance with non-medical emergencies. If there is a medical emergency, call 911, then notify the _____ or security.
 - 6. **Lost and Found.** The M.S.D. of Pike Township is not responsible for personal property of patrons. Items may be claimed at the Front Office of this building after events or by calling the Director School Facilities at (317) 280-2400 the following business day. Items are held for 30 days.
 - 7. **Management.** The M.S.D. of Pike Township facilities are managed by the staff of the M.S.D. of Pike Township at offices located at 3950 West 56th Street, Indianapolis, IN 46254. Inquiries concerning reserving of the M.S.D. of Pike Township facilities should be directed to the Director of School Facilities at (317) 280-2400.
 - 8. **Parking.** Ground level parking lots adjoin the premises. Parking is always free.
 - 9. **Restrooms.** Men's and Women's restrooms are located throughout the premises.
 - 10. **Smoking and Use of Alcohol.** All M.S.D. of Pike Township facilities and grounds are tobacco and alcohol free. This includes, but is not limited to, cigarettes, cigars, pipes, smokeless tobacco and e-cigarettes.
 - 11. **Special Arrangements.** If special arrangements are needed contact the Director of School Facilities at (317)280-4800 at least fourteen (14) calendar days prior to the event you plan to attend.

XXVIII. OBJECTIONABLE MATERIAL: The Lessee, its agents, employees, patrons, invitees, guests and participants shall not include any materials in any event which would be considered objectionable by the MSDPT or violate any of its policies. The Director of School Facilities will remove any such materials if he/she deems it necessary.

XXIX. UNDERAGE PARTICIPANTS: The Lessee agrees to the following terms and conditions with respect to legal minor participants (Legal Minors):

- A. RESPONSIBILITY:** The Lessee agrees to provide at least one (1) adult chaperone (Chaperone) who will be responsible for every ten (10) Legal Minors.
- B. CHAPERONES:** Chaperones must monitor all areas of the Premises in which any Legal Minors are located, and Chaperones must be with the Legal Minors for whom they are responsible at all times.
- C. EXCLUDED AREAS:** No one, including Legal Minors or Chaperones, is allowed to enter any area of the Premises except the Event Space and all public corridors, foyers, restrooms and vestibules, and all posted signs must be obeyed by all Legal Minors and Chaperones at all time. The Lessee shall provide Chaperones who will abide by these and all other terms and conditions set for the Agreement.

XXX. TICKETS: The Lessee shall provide any tickets and ticketing services needed for an event unless otherwise agreed to in the Pre-Event Planning Meeting. In addition, the Lessee agrees to the following terms and conditions in connection with ticketing of performances or events:

- A. ADVANCE SALES:** Except as agreed to by the parties, no advance sales of tickets shall occur for the event. If advance sales are permitted by MSDPT, the Pre-Event Invoice will identify the manner and venues at which such advance sales of tickets shall occur, including, but not limited to, a short accurate description of the event including telephone number and e-mail for ticket sales or ticketing related questions, length of event, official name of event, and any other information pertinent to event ticketing prior to the first day of public ticket sales.
- B. TICKET AGENCY FEES:** Any ticket agency fees incurred through the sale of tickets shall be borne entirely by the Lessee.
- C. FREE TICKETS FOR THE MSDPT:** For each event held in the Event Space for which tickets are sold, the Lessee shall provide the MSDPT ____ (___) tickets at no cost to the MSDPT for use by the MSDPT at the discretion of the Director of School Facilities.
- D. TICKET REVENUE:** No tickets will be sold by the MSDPT, and all revenues from the sale of any tickets shall be retained by the Lessee.



FEE SCHEDULE

Attachment #1

| Event Space Fees (per room) | Public Rate | Government Rate |
|---|----------------|-----------------|
| Classroom (one hour minimum and fifteen hour maximum; not including staffing or equipment rental) | \$30 per hour | \$0 per day |
| Cafeteria (one hour minimum and fifteen hour maximum; not including staffing or equipment rental) | \$50 per hour | |
| Auditeria (one hour minimum and fifteen hour maximum; not including staffing or equipment rental) | \$60 per hour | |
| Meeting Room or Multipurpose Room (one hour minimum and fifteen hour maximum; not including staffing or equipment rental) | \$50 per hour | |
| Additional Hours Fee (assessed after expiration of rental period) | \$175 per hour | \$0 per hour |

| Labor/Personnel | Rate Per Hour |
|---|-----------------------------------|
| Director of School Facilities or Designee* | \$50 (two hour minimum per Event) |
| Technical Operation Director or Designee** | \$50 (two hour minimum per Event) |
| Security Officer* | \$35 (two hour minimum per Event) |
| Custodial Staff* | \$35 (two hour minimum per Event) |
| *Required personnel, at the sole discretion of MSDPT, to be provided by the MSDPT. | |
| **Required personnel to be provided by the MSDPT if information technology will be operated during the event. | |

| Equipment Rental/Miscellaneous Fees | Rate (Per Event) |
|-------------------------------------|---------------------------------------|
| | Hourly rate to be determined by MSDPT |
| Wireless Microphones | \$25 per microphone, per day |
| Gaff Tape | \$20 per roll |

| Additional Fees/Penalties | Rate |
|---|---|
| Additional Rooms | \$50 per room, per day (subject to availability) |
| Staff Addition Penalty (assessed when a deviation is made from the number/assignment of staff designated in the Agreement w/<24 hour notice) | \$300 (does not include cost of labor) |
| Time Change Penalty (assessed when a deviation is made from the times designated on the Event Use Rental Agreement w/<24 hour notice) | \$200 per change (plus labor and hourly rate if over 8 hours maximum) |
| Excessive Cleaning Penalty (assessed at MSDPT discretion) | \$300 (additional custodial/labor fees may apply) |
| Boutique Sales | 10% of Gross Sales to the MSDPT (does not apply to non-profit organizations) |
| Late Payment Penalty (assessed when final invoice /labor payment is not received by date designated in the Agreement) | \$50 per day |
| Returned Check (due to insufficient funds) | \$25 |
| Cancellation Penalty (w/<30 calendar day notice) | Loss of deposit |
| 14 Day Cancellation Penalty (w/<14 calendar day notice) | Loss of deposit and invoiced amount paid |
| Ignored Concessions Penalty (assessed when a deviation is made from the times designated on the Event Use Rental Agreement causing a loss of revenue for the MSDPT) | \$100 |
| Loss Concession Fee (assessed when the Lessee does not wish to provide an alternative food/beverage option for its attendees causing a loss of revenue for the MSDPT) | |

Rates subject to change without notice.
 Fee Schedule approved by
 Metropolitan School District of Pike Township Board of Education
 _____, 2015



YOU ARE RESPONSIBLE FOR UNDERSTANDING THE CONTENTS OF THE NON-ATHLETIC FACILITY GUIDELINES AND PROCEDURES FOR EVENT USE.

PLEASE KEEP THIS CHECKLIST FOR YOUR RECORDS.

THE LESSEE MUST MEET WITH THE DESIGNATED STAFF OF THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO FIRST DAY OF USE FOR THE PRE-EVENT PLANNING MEETING.

- Purpose of meeting is to finalize event details needed for preparation of Pre-Event Invoice, including, but not limited to, staff scheduling and identify other facility needs.
- Pre-Event Invoice will be based on the details agreed to in this meeting.
- Payment in full of the Pre-Event Invoice is due fourteen (14) calendar days prior to first day of use, except as expressly provided in the Agreement.

THE FOLLOWING MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP NO LATER THAN THE TIME PERIODS SPECIFIED BELOW:

- Security Deposit Check, if any, in the amount set forth in writing by the Metropolitan School District of Pike Township, made payable to the Metropolitan School District of Pike Township, due no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee’s use of the Premises.
- Completed Non-Athletic Facility Rental Agreement for Event Use signed by the authorized officer of the Lessee provided to the Metropolitan School District of Pike Township no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee’s use of the Premises.

THE FOLLOWING DOCUMENTS MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF PIKE TOWNSHIP AT LEAST THIRTY (30) CALENDAR (30) DAYS PRIOR FIRST DAY OF USE:

- Copy of federal tax exemption determination letter or comparable proof of non-profit/tax-exempt status, if applicable.
- Certificate of insurance evidencing at least the minimum coverages set forth in the Agreement and naming the Metropolitan School District of Pike Township as an additional insured or loss payee.
- Current Federal IRS Tax Form W-9

DOCUMENTS MAY BE MAILED, E-MAILED OR FAXED. CHECKS MUST BE MAILED OR HAND DELIVERED TO:

Pike Transportation and Facilities Center
 3950 West 56th Street
 Indianapolis, IN 46254
RRivas@Pike.k12.in.us

OFFICE:.....280-2400
 FAX:.....280-2479

