



BUTLER UNIVERSITY

BUTLER UNIVERSITY FACILITY RENTAL AGREEMENT

THIS AGREEMENT, made this **XX** day of **Month, Year** between Butler University, an Indiana Corporation (hereinafter referred to as "Butler") and ONLY

Lessee name
Lessee Address
Lessee Address

its legal representatives, heirs and successors (hereinafter called the "Lessee"). In consideration of the faithful performance of the Lessee of the terms and conditions of this Agreement, including payment by Lessee of all fees listed herein, Butler hereby agrees to grant unto Lessee a rental agreement to use the following facilities of Butler University, located at 4600 Sunset Avenue, Indianapolis, Indiana 46208 (hereinafter called "facility"), for the purposes and at the times specified herein (the "Event"):

Facility leased:	Location
Facility to be used for only:	Purpose of Event
Dates and times of use:	Dates and Times
Insurance due date:	60 days prior to Event
Facility Rental*:	Fee for space
Security and Service Fee*:	Fee for additional equipment, labor
Subtotal:	Subtotal
Tax (6%):	Tax
TOTAL FEES**:	Total Fees
Deposit Due:	Deposit (30% of total fees)
Deposit Due Date:	Upon receipt of completed Rental Agreement
Final Payment Due:	30 days prior to Event

* Butler University reserves the right to substitute comparable space should it be required. ** This is a good-faith estimate based upon needs known at this time. Costs may change per setup and final event requests. A final billing will generally be mailed within 30 days of event itemizing all fees and amounts due.

ALL PAYMENTS SHALL BE MADE PAYABLE AND DELIVERED TO BUTLER'S EVENT MANAGEMENT COMPANY: EVENTFULL PLANNING, LLC

The following contact numbers are available should you need assistance.

Emergencies, 24 hours
Butler University Police Department, 24 hours
Office of Conferences and Special Events, 8:30 a.m. – 5 p.m. (M-F)

911 from any campus phone
(317) 940-9396
(317) 940-9352

Eventfull Planning, LLC - Official Event Manager for Butler Special Events

(317) 475-0757 Office
info@eventfullplanning.net

Lessee Initial _____

Butler Initial _____

TERMS AND CONDITIONS

1. *Butler Obligation:* The Lessee shall have the use of facility for the purposes specified herein. Butler agrees to furnish the facility properly heated, ventilated, lighted, clean and in good order with reasonable custodial and housekeeping service as deemed necessary by Butler.
2. *Event Manager:* Butler's official event manager is Eventfull Planning, LLC ("EP"). Lessee agrees to provide to EP payment for all event management services (the "Services") provided by EP in connection with EP's planning and management of Lessee's event and at the rates set forth in rate sheet attached hereto and incorporated herein. Lessee further agrees, and Butler hereby consents, that Lessee shall provide payment for all amounts due directly to EP.
3. *Act of God:* This Agreement is terminated by either party in the event of circumstances beyond the control of the Lessee or Butler which necessitates a cancellation of the event. Such circumstances include but are not limited to: sickness, strike, riot, accident or disaster, disruption of public transportation, storm or other severe weather conditions, intervening illegality or closing of the premises due to energy shortages, inadequate electrical power, destruction, or other cause rendering the premises unsuitable for use by the lessee on the time and date specified. It is agreed that neither of the parties of this Agreement will be held responsible for damages for reasons of postponement or cancellation of this event stated herein. Lessee shall be responsible to Butler and EP for any out-of-pocket expenses incurred by Butler and/or EP as a result of the execution of this Agreement that occur prior to the "Act of God" described herein.
4. *Out-Of-Pocket Expenses:* If, for any cause not specifically dealt with herein, Lessee fails to present the event as scheduled or requests a change of date for the scheduled event, Butler shall retain the rental deposit and shall look to Lessee for reimbursement of any out-of-pocket expenses incurred by Butler in preparation for the event. Lessee shall also remain liable to Eventfull Planning, LLC ("EP") for any and all costs or expenses incurred by EP related to Lessee's event.
5. *Personnel:* EP shall employ at Lessee's expense all personnel required to prepare and operate the premises for the purposes above described and at the cost described in Schedule A. Lessee hereby requests and authorizes EP to employ such personnel as are necessary to prepare and operate the premises.
6. *Independent Contractor:* It is agreed that Lessee signs this Agreement as an independent contractor and not as an employee of Butler, and Lessee shall have exclusive control over the means and method employed in fulfilling its obligation hereunder, in all respects and in all details. This Agreement shall not in any way be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto.
8. *Security/Fire Protection:* Butler and EP may require Lessee to provide security personnel, police and fire protection during Lessee's use of the premises, and all costs and expenses of providing such protection shall be paid by Lessee. The determination of the amount and extent of the required protection shall be made exclusively by EP and that decision shall be final. Provision of security personnel, police and fire protection in accordance herewith shall not relieve Lessee of any liabilities imposed under any of the other provision of this Agreement.
9. *Insurance Requirements:* It is further agreed that the Lessee shall provide insurance against claims for personal injury or property damage under a policy of general public liability insurance with such limits as may reasonably be requested by Butler from time to time, but no less than \$1,000,000 combined single limit of liability in respect of bodily injury and for property damage, and \$2,000,000 excess or umbrella liability coverage. Insurance carriers must meet the approval of Butler University. A certificate of insurance designating Butler University as an additional insured under General Liability and Umbrella coverages shall be submitted at least thirty (30) days prior to the event. Butler shall not be liable on any contract of the Lessee, or on account of any act of negligence on the part of the Lessee, or any damage caused by the Lessee, or any employee and/or worker as designated by the Lessee thereof and that the Lessee will pay for any and all damages to the premises, building and its equipment, other than that which is considered to be normal wear and tear, and that no signs are to be posted at or in any location without special permission from the Director of Conferences and Special Events of Butler or a duly authorized representative from the Office of Conferences and Special Events.

Lessee Initial _____

Butler Initial _____

TERMS AND CONDITIONS (Cont.)

10. *Damages:* Lessee shall pay to Butler and/or EP on demand any sum which may be due Butler and/or EP as reimbursement for damages, maintenance or replacement resulting from occupancy or negligence of Lessee or its representatives, guests, participants, employees, workers or independent contractors. Butler agrees to give notice in writing to Lessee of all such claims within a period of ninety (90) days after the extent and nature of the damages can be ascertained, but in any case within the period of one year after occurrence of the damages.

11. *Late Fees:* Failure to remit payment within thirty (30) days of the invoice date will result in an interest charge of one and one-half percent (1.5%) of the unpaid balance per month until the account is paid in full.

12. *Cancellation:* In case of cancellation by Lessee, the original deposit will be forfeited. Depending on timelines of cancellation, additional penalties may apply.

13. *Smoking:* Lessee shall not permit smoking inside any building on the Butler property.

14. *Conduct, Safety, and Welfare:* Lessee shall be responsible for the personal conduct, safety, and welfare of its representatives, guests, participants, employees, workers, or independent contractors while on the premises. Butler may, at its sole discretion, take whatever action it deems advisable with respect to such conduct, but it is expressly agreed that Butler is not the promoter, director, or manager of this event; provided, however, that Butler will institute action to control or correct any dangerous condition or occurrence which Lessee shall, in writing, call to Butler's attention.

15. *Vacate Premises:* Lessee shall quit and surrender up the leased premises to Butler no later than the date and time provided above clear and in good repair to the satisfaction of Butler. If the premises are not cleared, Butler reserves the right to clear the premises and to dispose of any property located thereupon and to bill Lessee for any charges incurred in connection with such clearing or disposal.

16. *Personal Property:* Butler and EP assumes no responsibility whatsoever for any property placed on the premises by Lessee, its representatives, guests, participants, employees, workers, or independent contractors and Butler and EP are hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the premises under this Agreement.

17. *Compliance With Law:* Lessee shall abide by and comply with all rules and regulations prescribed by Butler for the management and operation of the premises and all rules and regulations of Butler University; all applicable laws, rules, ordinances, and regulations of the United States of America, the State of Indiana, the County of Marion, and the City of Indianapolis and of any board, agency, or bureau thereof. Parties agree that there shall be no segregation or discrimination practiced at Butler because of race, color, or creed against any person or participant in such event as held.

18. *Mutual Consent/Written Notice:* This Agreement including any addenda thereto cannot be assigned or transferred without the written consent of both the Lessee and Butler. It is expressly understood and agreed that Butler makes no representations or agreement, oral or otherwise, outside the terms of this Agreement which add to, broaden, vary or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of Butler hereunder. No term, provision, or condition of this Agreement may be altered, amended, or added except upon the execution of a written agreement by the parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed by first class, postage prepaid, certified mail, return receipt requested by serving or addressing the same to the Office of Conferences and Special Events, Butler University, 4600 Sunset Avenue, Indianapolis, Indiana 46208.

19. *Governance:* The validity, construction and effect of this Agreement shall be governed by the Laws of the State of Indiana without regard to the place(s) of performance(s) or execution of this Agreement. The term "Lessee" as used herein shall include or apply to the singular and the plural and to all genders. The Lessee does hereby indemnify and agree to defend and hold Butler harmless from any and all loss, damage or injury to any person or persons whatsoever or property arising from any cause or any reason whatsoever in or about the Butler campus or the described facilities except where caused by negligence on the part of Butler, its employees or agents. Lessee further agrees to waive any and all claim against Butler on account of any loss, damage or injury from whatever cause which may occur to Lessee or its property in the use and occupancy of the Butler premises. Lessee agrees to promptly and upon demand reimburse Butler for any damage done to the Butler premises or equipment by Lessee or anyone attending its activities. This Agreement is not binding upon the parties until fully executed by both parties and received by Butler.

20. *Additional Facilities:* Additional facilities or services not identified herein may be available. These facilities or services may involve additional cost to Lessee. Requests should be made at least fourteen days in advance to Conferences and Special Events.

Lessee Initial _____

Butler Initial _____

21. *Pepsi Sponsorship:* Pepsi is the exclusive supplier of all carbonated beverages, bottled and canned fruit juices, water and other specialty drinks for Butler University. Therefore, Lessee may not distribute beverages from any other supplier on campus.

21. *State Sales Tax:* Lessee shall pay 6% state sales tax. If lessee has a State of Indiana Sales Tax Exemption certificate, it must be provided to the Office of Conferences and Special Events upon return of rental agreement.

22. *Accommodation Needs:* Disability related needs and accommodation requests should be directed to Ali Cotton, Associate Director for Conferences and Special Events at (317) 940-8688. Two week advance notice should be given. Otherwise, it is not guaranteed that the accommodation can be delivered on a timely basis.

Lessee Initial _____

Butler Initial _____

INSURANCE REQUIREMENTS

It is agreed that the Lessee shall purchase and maintain at its expense liability insurance protecting itself and Butler against loss or expense by Lessee's use of the leased premises. Said insurance shall name Butler University as additional insured. Proof of such insurance shall be provided to Butler by Certificate of Insurance not less than 30 days prior to the first day of the event. If Butler has not received Lessee's proof of insurance by this date, Butler shall have the right to terminate this Agreement upon written notice to Lessee and retain the deposit. Insurance as set forth below shall be written by a company with BEST'S rating of A, VII or better with an admitted carrier satisfactory to Butler University.

Said insurance shall provide limits of general liability of not less than \$1,000,000 combined single limit for bodily injury or property damage per occurrence and an aggregate of no less than \$1,000,000. Said policy shall also include products & completed operations liability with an aggregate and occurrence limit of no less than \$1,000,000.

Said insurance shall provide limits of automobile liability, including non owned and hired autos, of not less than \$1,000,000 combined single limit for bodily injury or property damage per occurrence.

Said insurance shall provide workers compensation coverage to comply with statutory requirements and provide employer's liability of not less than \$100,000 each accident: \$100,000 each employee by disease; and \$500,000 per policy by disease.

Said insurance shall provide limits of Umbrella or Excess liability of not less than \$2,000,000 combined single limit for bodily injury or property damage per occurrence and aggregate with retention of not more than \$10,000.

Butler shall not be liable on any contract of the Lessee, or on account of any act of negligence on the part of the Lessee, or any damage caused by the Lessee, or any employee and/or worker as designated by the Lessee thereof and that the Lessee will pay for any and all damages to the premises, building and its equipment, other than that which is considered to be normal wear and tear.

See a sample certificate of insurance enclosed. **For information or consultation regarding insurance, please call Scott McGinness, Connolly Ford & Leppert, (317) 236-6152.**

CONTACTS AND SIGNATURES

The parties hereto have hereunto set their authorized signatures signifying assent to this Agreement, including all attached terms and conditions and insurance requirements as of the date above written. Unless said Agreement is signed by Lessee and returned to Butler on or before the day specified, this offer shall be automatically withdrawn without further notice, and this agreement shall be null and void in all regards. This agreement should be returned with the deposit and all applicable certificates of insurance and sales tax exemption certificate (if applicable) by the date here stated: **Month, Date, Year.**

FOR LESSEE

DATE

Authorized Signature

All lessee contacts should be made with:

Name: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

Eventfull Planning, LLC:

Name: Adrienne Henn Cell: (317) 506-2872 E-mail: Adrienne@eventfullplanning.net
Deanna Boyce Cell: (317) 501-8931 E-mail: Deanna@eventfullplanning.net
Teresa Gift Cell: (317) 294-3523 E-mail: Teresa@eventfullplanning.net

Address: 545 E. 58th Street
Indianapolis, IN 46220
Phone: (317) 475-0757



Addendum

All Area(s) and Facility and Equipment rates are based on FIVE (5) hours of total leased time with two (2) hours prior for vendor setup unless otherwise noted herein or on the Eventful Planning Client Contract. All events must end by midnight unless otherwise approved in writing by the EP Event Manager. **Wedding Rehearsals** will be allocated TWO (2) hours of use.

2. TENTATIVE HOLD

Client may request EP to temporarily reserve a specific date for Client's planned event ("Tentative Hold"). A Tentative Hold on a proposed event date DOES NOT RESERVE the Client's proposed event date. Upon request, EP will place a one-time Tentative Hold on your proposed event date for a maximum of fourteen (14) days from the date of the initiation of the Tentative Hold. In the event Client fails to execute this Agreement prior to the end of the fourteen (14) day Tentative Hold period, EP may release the held date to other potential Clients without further liability to the Client.

3. INITIAL DEPOSIT (NON-REFUNDABLE)

The following non-refundable deposit is required: **Thirty percent (30%) of the Total Amount Due (inclusive of all applicable sales tax) as a non-refundable deposit is due from the Client within thirty (30) days of the Client's execution of this Agreement (the "Deposit")**. No reservation shall be considered final and reserved by EP until the total Deposit is paid as provided herein. Your reservation will be confirmed upon EP's receipt of your Deposit and an executed Agreement. The event is subject to cancellation if EP does not receive the Deposit and an executed Agreement. In the event you terminate this Agreement, EP may retain the Client's entire Deposit. All Deposit amounts not otherwise applied will be credited toward Client's total amount due.

4. PAYMENT TERMS

The entire balance of all charges relating to this Agreement ("Balance Due") shall be payable **IN FULL** thirty (30) days prior to Client's scheduled event date. In the event Client fails to pay the Balance Due by such date, EP may terminate this Agreement with no further liability to EP. In the event additional charges are due or become due resulting from Client's use of the leased premises, EP shall provide an invoice to Client for such additional charges. Client hereby agrees to pay any and all additional fees and/or charges incurred by Client prior to, during, or subsequent to the scheduled event within thirty (30) days of the date of the aforementioned invoice. In the event Client fails to pay such fees or charges within said time period and in the event there remains any amount due, EP may recover interest on such past due amounts at the rate of One and One-Half Percent (1.5%) per month.

5. HOLCOMB GARDENS

Holcomb Gardens is not available for rent and is open to the public. Pictures may be taken but client is aware space may be occupied by other Butler students, faculty, and the general public.

6. EVENT PARKING

Special arrangements for parking must be approved by the EP Event Manager in the event parking is necessary during weekday business hours. Such arrangements will incur additional expense. Arrangements for valet parking, shuttle service or off-site parking may be necessary for your event depending on the size of the event and any other simultaneous event. Any additional parking arrangements necessary for the Client's event shall be made by Client and at the Client's sole cost. **EP cannot guarantee any number of parking spaces will be available on any given date.**

7. BUILDING AND GROUNDS RENOVATIONS

Due to Butler's continued efforts to maintain the campus it is possible that renovations, construction, and or landscaping projects could be occurring during your event. Every effort will be made to make client aware of scheduled renovations, construction, and or landscaping projects.

8. THIRD-PARTY VENDORS; DELIVERIES

Client may contract with any vendor to provide floral, photography and/or music services. EP will provide Client with a recommended vendors list upon request. A comprehensive list of all third-party vendors shall be to the EP Event Manager at least thirty (30) days prior the event date on the "**Vendor Information Form**" provided to Client. In the event Client fails to provide such information as required, EP reserves the right to restrict any such third-party vendor from setting up.

Client shall provide at least two (2) week advance notice to the EP Event Manager regarding deliveries and pick-up schedules for items or services related to the event, which will be delivered directly to Butler University. All items delivered to EP and associated with the event must arrive no earlier than the EVENT DATE and must be removed from the premises immediately following the event, unless alternate provisions are approved by the EP Event Manager. If arrangements must be made for a special pick-up of rental/décor items, such pick-up must not interfere with scheduled events and will be at the sole expense of Client.

9. AUDIO VISUAL

All audio/visual equipment, unless otherwise approved, shall be provided through Markey's Audio Visual. The EP Event Manager must approve any additional lighting and/or auxiliary power sources prior to the event.

10. DECORATIONS

EP must approve all decorations and setup plans prior to the event. **Placement and attachment of any decorations must be coordinated with the EP Event Manager and are subject to approval by the EP Event Manager. The EP Event Manager must approve all décor and signs.**

All decorations must be removed from the event areas immediately following the event and are not permitted to remain overnight. EP is not responsible for any items left in the leased premises or on Butler University property after your event and does not have the capacity to store any such items. Candle usage is limited to non-drip, floating or enclosed in glass and approved by the EP Event Manager. No open flames are permitted. No explosives, motorized vehicles, or pyrotechnics or similar items of usage are permitted anywhere on the Butler property under any circumstances. **Use of confetti, glitter or anything non-biodegradable is prohibited in or on the Butler property. No tape, dance wax, adhesive name badges or spray adhesive is allowed.** No attachments or tape to walls, ceilings or floors is permitted in any room without the prior express written consent of EP. Decoration of any kind left behind on the Butler University property after an event is subject to a minimum Five Hundred

Dollar (\$500.00) clean-up fee. The actual cost of such fee shall be determined by the actual services required for clean-up but in any event shall not be less than Five Hundred Dollars (\$500.00).

11. CATERING / RENTALS

Catering is available through any of the approved Butler Caterer's. Please see "Approved Caterers" sheet. **A final copy of the catering contract must be submitted the EP Event Manager no later than one week prior to the event.** All linens, tables, chairs are provided through A-Classic Party Rental. All arrangements must be made directly through A-Classic. Please see "Rental Items" sheet. **A final copy of the rental contract, which must include final guest counts, must be submitted to the EP Event Manager no later than one week prior to the event.**

12. ALCOHOL POLICY

Alcohol is permitted at Butler University through one of Butler's approved caterers; however, EP specifically reserves the right to prohibit events providing alcoholic beverage service or limit the length of time alcoholic beverages may be served at its sole discretion. Further, EP may prohibit the continued service of alcoholic beverages at any time during any event at its sole discretion. BARS WILL SHUTDOWN _ HOUR PRIOR TO EVENT END TIME. Any and all applicable State and Federal legal restrictions regarding the service of alcohol apply, and all arrangements for such service must be coordinated and approved by EP. **NO ALCOHOL WILL BE PERMITTED TO BE SERVED TO MINORS (under the age of 21) AND NO ALCOHOL SHALL BE CONSUMED BY ANY MINOR DURING THE EVENT OR ANYWHERE ON THE BUTLER UNIVERSITY CAMPUS/ PREMISES. CLIENT HEREBY AGREES TO INDEMNIFY AND HOLD BUTLER UNIVERSITY AND EP HARMLESS FROM ANY AND ALL LIABILITY AS A RESULT THEREOF.**

13. EP PERSONNEL

Client acknowledges all events require members of the EP staff and **security** to be present. The EP Event Manger or his/her designee is Client's contact. The EP Event Manager will act as a liaison. Technical assistance from the EP, such as audio/visual, sound/lighting, electrical needs, must be arranged through Markey's Audio visual and approved by the EP Event Manager.

Client Signature _____ Date _____

Event Manger Signature _____ Date _____



**BUTLER
UNIVERSITY**

APPROVED CATERERS

Please contact individual caterers for menus, pricing and proposals.

ARAMARK: 317-940-9764

GREAT COOKS & COMPANY: 317-290-7042

HOAGLIN FINE CATERING: 317-924-3389

KAHN'S KATERING: 317-817-9473 or 317-577-3663

MBP DISTINCTIVE CATERING: 317-636-4444

SWEET TEA: 317-843-2498

THOMAS CATERERS OF DISTINCTION: 317-542-8333

***Butler does not require a Food and Beverage Minimum.**

EXCLUSIVE RENTAL PROVIDER

A CLASSIC PARTY RENTAL

Contact: Mike Wiggins 251-7368