



SPACE RENTAL AGREEMENT

Please type or print. Complete all sections. Applications received without an authorized signature and/or correct payment will not be processed.

All deposits must be paid in full before space is confirmed.

COMPANY/RENTER INFORMATION

Company/Renter Name _____
Address _____
State/Province _____ Zip/Postal Code _____ Country _____
Telephone (____) _____ Fax (____) _____
Website Address _____ Email Address _____

CONTACT & MAILING INFORMATION

Primary Contact Person's Name _____ Title _____
Email _____ Direct Phone (____) _____
(If different than above) Address _____ City _____ State _____ ZIP _____

This **SPACE RENTAL AGREEMENT ("Agreement")** is entered into by and between the **Indianapolis-Marion County Public Library** ("Library") and _____ ("Renter") this _____ Day of _____, 20 _____.

In consideration of the promises and the mutual covenants, agreements, and representations herein contained, and other good and adequate consideration, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. Space Rental: Library grants to Renter a limited and revocable license (the "License") to use the following space: _____ ("Space") located at _____ [INSERT FACILITY ADDRESS]. The License permits Renter to use the Space only on the Event Date, during the hours specified below, and only for the purposes set forth below.

- a. Event and purpose for which facility is to be used: _____
- b. Facility/Space rented: _____
Facility/Space rented: _____
- c. Event Date: _____ Start/End Time: _____

Renter shall not have access to the Space at any time other than during Start/End Time hours on the Event Date, unless Renter receives prior written permission from Library.

2. Rental Fees: Renter shall pay to Library a rental fee of \$_____ plus applicable sales tax (currently 7%) (the "Rental Fee") for the use of the Space, as determined in accordance with the fee terms set forth in Schedule A, which is attached hereto. Rental Fees are on a four hour minimum. Fifty percent (50%) of the Rental Fee plus applicable sales tax (currently 7%) ("Rental Fee Deposit") is due and shall be paid by Renter upon execution of the Agreement. The Space shall not be considered reserved for Renter until the initial Rental Fee Deposit is paid to Library. If Renter fails to pay the Rental Fee Deposit, any tentative reservation of the Space by Renter may be cancelled by Library and the Space made available to other applicants. The remainder of the Rental Fee for the use of the Space is due in full at least thirty (30) days prior to the Event. Failure to timely pay the remaining balance of the rental fee may result in the cancellation of the reservation and termination of this Agreement by Library. If this Agreement is completed closer to the date of usage (less than thirty (30) days), the full Rental Fee will be due and payable upon execution of the Agreement.

3. Returned Check: There will be a \$25.00 fee for any returned check.

- 4. Parking:** There are a limited number of spaces available in Central Library's paid parking garage. Pre-payment of guest parking can be arranged if requested in advance. Applicable security charges will apply. Agreed upon parking reservations and pre-paid parking fees, if any, are set forth in Schedule A and are subject to the same payment terms provided in Section 2 hereof.
- 5. Security:** Extra security personnel must be provided for all events and during set-up and tear-down. Library will establish the appropriate security requirements for the Event. The fees for security services are set forth on Schedule A and are subject to the same payment terms provided in Section 2 hereof. Only Library contracted security officers shall be used for the Event. At no time will weapons be carried by security officers.
- 6. Cancellations:** Renter must notify the Library in writing or by email if it becomes necessary to cancel an Event. If Renter cancels more than sixty (60) days before the scheduled use of the Space, all Rental Fees paid by Renter will be refunded. If Renter cancels within the period between sixty (60) days and seven (7) days prior to the scheduled use of the Space, Renter will forfeit fifty percent (50%) of the Rental Fee. If Renter cancels less than seven (7) days prior to the scheduled use of the Space, Renter will forfeit one hundred percent (100%) of the Rental Fees and any unpaid balance of the Rental Fee will be due and payable to the Library. Notwithstanding the foregoing refund or forfeiture provisions, if Renter cancels a reservation, the Renter shall be liable for any out-of-pocket costs incurred by the Library.
- 7. Excess Time Fees:** Rental Fees are based on the stated actual Start/End Times which includes set up and clean up time. If Renter, their guests, or service providers exceed the block Start/End Times set forth in Section 1 of this Agreement for any reason, unless such excess is agreed to in writing in advance by a Library manager, an excess time fee will be assessed based on the stated hourly rate, billed in ½ hour increments.
- 8. Return of Agreement:** The Library reserves the right to void this Agreement if it is not properly signed and returned to the Library within fourteen (14) days of the receipt of the Agreement.
- 9. Event and Meeting Policies and Event and Vendor Guidelines:** By signing this Agreement, Renter agrees that Renter has received, read, and agrees to comply with the Library Event Guidelines and the Library Vendor Guidelines (together the "Guidelines"), which Guidelines are attached hereto as Schedule B and made a part hereof. The Guidelines are strictly enforced. Renter shall provide the Guidelines to any Event subcontractor or volunteer participating in the Event on Renter's behalf and shall be responsible for compliance with the Guidelines by such providers and volunteers.
- 10. Event Requirements:** At least thirty (30) days before the Event, Renter shall provide a full and detailed outline of all services required, including but not limited to those listed on the attached Schedule A (schedule of payments for services), and will provide such other information as necessary for successful planning and coordination of the Event. The Library is not responsible for Renter's failure to provide such information on service requirements during the planning process for the Event. The Library, in its discretion, will take all measures reasonably necessary to accommodate last minute requests; however last minute requests are not guaranteed.
- 11. Condition of Premises:** The Space shall be provided as-is, and Library makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or similar condition as when Renter entered, ordinary wear and tear excepted. Renter shall be responsible for any damage caused to the Library facility, the Space, or the equipment and materials located therein, caused by the Renter, the Renter's guests, the Renter's service providers or any individual connected with the Event. Library shall be entitled to arrange for any necessary repairs at Renter's expense and repair costs will be assessed to Renter. Renter shall reimburse Library for any such repairs within seven (7) days of receipt of Library's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.
- 12. Insurance:** Renter shall procure and maintain in force at the time of the Event(s), without expense to the Library, a public liability insurance policy, covering bodily injury, including death, and property damage with limits not less than three hundred thousand dollars (\$300,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. Insurance shall be provided by a carrier with an A+ or better rating. Renter shall provide Library a Certificate of Insurance or insurance binder evidencing insurance coverage for the Event and naming the Indianapolis-Marion County Public Library as additional insured at least thirty (30) days prior to the Event. Failure to timely provide the Certificate of Insurance or insurance binder meeting the requirements herein shall be grounds for the Library to terminate this Agreement and result in forfeiture by Renter of Renter's Rental Fees paid.
- 13. Responsibility, Indemnity, Waiver:**

- (a) Conduct. The conduct of all Event participants, spectators, service providers and volunteers while on Library property shall be the responsibility of the Renter. Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property or literary or artistic content on Library premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable laws, rules and regulations, including without limitation the Guidelines will be cause for eviction. Library retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.
- (b) Release. Renter, on behalf of itself, its assigns, subrogees, representatives and all other persons or entities acting for, by or through it, hereby releases and forever discharges the Library, its trustees, directors, officers, agents, representatives, employees, and insurers, from any and all liability, claims, demands, actions or rights of action, of whatever nature, character or description, for personal injury, property damage or death that arise from, are related to or are in any way connected with Renter or its guests or invitees use of the Space or the Library facility ("Claims"), including without limitation and to the fullest extent permitted by law, any Claims in part or in whole arising from, related to or in any way connected with the alleged or in fact negligent acts or omissions of the Library, its directors, agents, employees, officers, and representatives. In the event Renter suffers any loss to person or property, Renter shall look solely to its, his or her insurance coverage, if any, and shall make no claim whatsoever against the Library.
- (c) Indemnity. Renter shall defend, indemnify and hold harmless Library and its trustees, directors, officers, agents, representatives, employees, contractors and licensees from and against any and all claims, actions, causes of action, demands, judgments, liabilities, losses, damages, costs, or expenses (including without limitation reasonable attorneys' fees and court costs), whether or not involving a third party claim, arising out of or in connection with: (i) any personal injury, property damage, death or other liabilities of whatever kind or nature, that arise from, are related to or are in any way connected with Renter or officers, employees, agents, contractors, guests or invitees use of the Space or the Library facilities("Claims"), including without limitation and to the full extent permitted by law, any Claims in which it is asserted and/or proved that the Library, its agents, employees, officers, directors, contractors and/or representatives, was itself negligent or otherwise at; or (ii) any breach of any of the representations, warranties, covenants, obligations or duties contained in this Agreement; or (iii) any violation of any federal, state or local laws, rules or regulations. The indemnification obligations hereunder shall not be limited by reason of the enumeration of any insurance coverage required under this Agreement. The indemnification obligations herein shall survive the termination of this Agreement.
- (d) Waiver. If the facility is damaged or otherwise unavailable because of unforeseen causes beyond the control of the Library, including but not limited to, such acts of God, war, riots strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or the like, then this Agreement shall terminate, Renter's deposit will be returned (less any monies expended or contracted for, and for which the Library cannot cancel), and Renter waives all rights to any claims against the Library. The Library shall have no obligation to provide alternative facilities.

14. Permitted Use: Renter is authorized pursuant to the License to use the Space to hold the Event, and for no other purpose, unless Library gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in any manner that may render the insurance for the Space or upon any of Library's property void, or which may result in increased insurance premiums for Library with respect to the Space or any other of Library's property.

15. Compliance with Laws: Renter shall obtain and maintain any necessary permits, licenses, or other forms of permission necessary to use the Space according to the permitted uses set forth in Section 14 in a lawful manner. Renter shall not use the Space in any manner that would violate local, state or federal laws or regulations.

16. Attorney's Fees. Renter shall be liable to Library for reasonable attorney's fees incurred by Library in connection with the collection, or attempt to collect, any payments due from Renter under this Agreement or any damages arising from any act or omission of Renter, or its service providers, participants or guests, or from Renter's failure to fulfill any obligations or responsibilities provided under this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Library and Renter. No statements, promises, or agreements whatsoever, in writing or verbal, in conflict with the terms of this Agreement have been made by Library or Renter which in any way modify, vary, alter, enlarge, or invalidate any of the provisions hereof and/or obligations herein stated. This Agreement may be amended and modified only in writing signed by both the Library and Renter.

18. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties and their heirs, executors, legal and personal representatives, successors and assigns, as the case may be. Notwithstanding the foregoing, Renter shall not be entitled to assign or transfer all or any of its rights, benefits and/or obligations under this Agreement without the prior written consent of Library, which may be granted or denied in its sole discretion.

19. Right of Entry: In granting the License for use of the Space, Library retains the right to enforce all necessary and proper rules for the management and operation of the premises to be used. The Library shall have the right to enter the Space, at any time for any reasonable purpose, including without limitation, to confirm compliance with this Agreement and the Guidelines or for an emergency that may threaten the Space or injury to any person in or near the Space.

20. Agreement Binder: This Agreement shall not be binding on the parties until it has been signed by an official and authorized representative of the Library.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year first above written.

By _____
(Library)

By _____
(Renter)

Print Name: _____

Print Title: _____

Renter's onsite contact at the Indianapolis Marion County Public Library for this event: _____
Events Manager (317) 275-4204. 40 E. St. Clair St. P.O Box 211 (mailing address) Indianapolis, IN 46206

SCHEDULE A

**EVENT ORDER FORM
AND SCHEDULE OF PAYMENTS FOR SERVICES
(Attached)**

SCHEDULE B

**EVENT GUIDELINES AND VENDOR GUIDELINES
(Attached)**