



## RENTAL AGREEMENT

**This Rental Agreement** ("Agreement") is made and entered into as of the date set forth below, by and between the Indiana Theatre, LLC d/b/a Indiana Theatre Event Center and Lundco, LLC d/b/a The Copper Bar (hereafter, collectively the "INDIANA THEATRE") and \_\_\_\_\_ (hereafter "Renter").

**Whereas**, Renter desires to rent the Facility from INDIANA THEATRE on the terms and conditions set forth herein and the INDIANA THEATRE is willing to rent the facilities on such terms and conditions.

**UNLESS OTHERWISE REQUESTED BY THE INDIANA THEATRE, ALL FEES AND PAYMENTS UNDER THIS RENTAL ARE TO BE MADE PAYABLE TO:**

**The Copper Bar  
810 Wabash Avenue  
Terre Haute, IN 47807**

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as set forth below.

1. **Facilities – Event – Rental Date – Rental Rate**

INDIANA THEATRE shall make the \_\_\_ Rotunda and Lobby \_\_\_ Auditorium \_\_\_ Stage ("Facility") available for purposes of a \_\_\_\_\_ (the "Event"). Upon execution of the Agreement and payment of the required deposit, the INDIANA THEATRE shall be reserved for Renter on the Rental Date(s) of \_\_\_\_\_ for the Rental Period of \_\_\_\_\_ to \_\_\_\_\_ at the Rental Rate of \$ \_\_\_\_\_ per attached Exhibit A.

## 2. Deposits

a. A non-refundable booking deposit in an amount equal to the greater of: a) 50% of the Rental Rate, or b) \$300.00 is required to reserve the Facility.

b. A refundable \$500.00 damage and cleaning deposit is required to reserve the Facility. Damage and cleaning deposits shall be refunded within 30 days of the Rental Date provided the INDIANA THEATRE did not incur offsetting costs for repairing any damages to the building, furniture or equipment caused by Renter or anyone associated with Renter's use of the Facility or cleaning the Facility following the Event.

## 3. Final Payment

The full amount of the Rental Rate is payable 60 days prior to the scheduled Rental Date, less the non-refundable booking deposit. If the Rental Rate is not paid in full within 60 days prior to the Rental Date, the booking deposit will be forfeited and the Rental Date will no longer be reserved for the Renter. All deposits and Rental Rate payments, except for the damage and cleaning deposit, will be non-refundable 60 days prior to the Rental Date.

## 4. Building Security

At the sole discretion of the INDIANA THEATRE, facility security may be required for all events at the discretion of the Indiana Theatre at the rate of \$32 per hour to the Renter during event hours, with this rate subject to market conditions. The Indiana Theatre will provide all security personnel and the applicable minimum number of security personnel will be determined by the INDIANA THEATRE based on the event.

## 5. Cancellations

If the Renter cancels the Event for any reason, all Rental Rate payments and deposits received by the INDIANA THEATRE shall be non-refundable. In the Event of cancellation, the damage and cleaning deposits shall be refunded within 30 days of the Rental Date provided the INDIANA THEATRE did not incur offsetting costs for repairing or cleaning the Facility in preparation for the Event.

## 6. Liability Insurance and Indemnification

a. At INDIANA THEATRE's discretion, Renter may be required to obtain commercial general liability insurance covering the day of the Event in the minimum amount of one million dollars in a form and amount satisfactory to INDIANA THEATRE. A certificate of insurance and a policy endorsement naming INDIANA THEATRE as an additional insured on the policy shall be provided to INDIANA THEATRE at last seven business days before the day of the Event. Event day insurance may be available through the Indiana Theatre.

b. All Vendors hired by the Renter to work at the INDIANA THEATRE shall provide evidence that they carry and maintain workers compensation insurance, commercial general liability insurance and a policy endorsement naming INDIANA THEATRE as an additional insured on the policy for Rental Date.

c. Notwithstanding the requirement for such insurance, the Renter hereby agrees to (and all vendors shall be required to) hold harmless, indemnify, and defend INDIANA THEATRE, to the maximum extent allowed by law, from any and all claims, causes of action and liabilities arising from Vendors' and Renter's (and guests and agents of Renter) use of the Facility, including, but not limited to, the payment of INDIANA THEATRE's reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

## **7. Use of Property**

a. Rental of the Facility is specifically limited to the use of the designated inside areas identified in Paragraph 1. on the inside of the Facility. The Renter is not entitled to use of any exterior areas of the INDIANA THEATRE including windows, doors, the marquee, signage displays, roof, ledges, sidewalks, alleys and streets without the express written permission of the INDIANA THEATRE. The INDIANA THEATRE reserves the right to immediate remove any publicly displayed items which is deemed to be offensive, indecent, derogatory or inappropriate at the sole discretion of the INDIANA THEATRE.

b. Use of the Facility is available only in the periods identified in Paragraph 1. Renter acknowledges that the INDIANA THEATRE will retain the right to constrict the Event, close the Event in the case of blatant disregard of requested corrective behavior, or charge the applicable additional Rental Rates, in the event the Renter expands usage of the Facility beyond the reserved times and approved zones designated in Paragraph 1.

c. The capacity of the building will be strictly limited to the approved State Fire Marshall restriction, and attendees exceeding the maximum person count are prohibited.

d. All entertainment, for any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by INDIANA THEATRE

All property rules are strictly enforced and may be subject to change at the discretion of the INDIANA THEATRE in order to maintain strict compliance with all regulatory requirements.

## 8. **Open Flame**

- a. Open flame of any type is prohibited in the INDIANA THEATRE unless specifically approved in advance in writing by the INDIANA THEATRE.
- b. Warming equipment or hot boxes that do not include an open flame are allowed for food catering service provided catering floor plans and equipment types have been submitted in advance for review by the INDIANA THEATRE event staff.
- c. All meals must be cooked and prepared outside of the INDIANA THEATRE unless approved in advance in writing by the INDIANA THEATRE.
- d. The use of propane, or other gases or explosive materials of any kind, is strictly prohibited inside the INDIANA THEATRE.
- e. All activities which create smoke, sparks or explosion are strictly prohibited on the interior or exterior of the INDIANA THEATRE, and the INDIANA THEATRE reserves the right to immediately terminate any Event without refund for violations.

## 9. **Smoking**

Smoking is strictly prohibited inside the INDIANA THEATRE at all times in accordance with state and local laws and ordinances. The INDIANA THEATRE reserves the right to expel any person at any time for not adhering to the non-smoking policy or terminate the Event if the Renter refuses to enforce compliance with its guests regarding the non-smoking policy, and the INDIANA THEATRE may amend its smoking policy at any time to remain in compliance with all state and local ordinances.

## 10. **Pets**

No pets or animals of any kind are allowed at any time in the INDIANA THEATRE without the advance written approval of the INDIANA THEATRE.

## 11. **Vendor Agreements**

Due to the historic and sensitive nature of the INDIANA THEATRE, vendors hired by the Renter are required to sign a "Vendor Agreement" to help protect and preserve the historic Facility. The Renter is fully responsible regarding the cleaning, garbage removal, conduct, policy compliance, damage or excessive cleaning caused by the activities of the Renter or the Renter's Vendors. Renter will be solely responsible and may be charged and/or lose all claim to the refundable damage and cleaning deposit if the Facility is not left in the same condition which existed prior to the Renter's Event. The INDIANA THEATRE assumes no responsibility with respect to Vendors fulfilling their contracts with the Renter with respect to obligations, refunds, policy compliance or conduct.

**12. Preferred Catering and Event Service Vendors**

Upon request, the INDIANA THEATRE will provide a list of preferred vendors for catering and selective Event services. All non-preferred Vendors utilized by the Renter will be subject to approval by the INDIANA THEATRE, with the applicable Vendor required to sign a Vendor Agreement.

**13. Delivery, Set-Up and Pickup**

a. All deliveries, set-up and pickup for the Renter Event must be coordinated in advance for times that are mutually convenient to the INDIANA THEATRE and the Renter.

b. Unless client is using INDIANA THEATRE Preferred Vendors, all rental items and vendor equipment must be removed promptly at the end of the Event unless approved in advance by the INDIANA THEATRE.

c. INDIANA THEATRE shall not be responsible for the safekeeping of any personal property left at the Facility by the Renter or its guests.

**14. Noise Level**

a. Amplified noise must be maintained at a reasonable volume suitable to the nature of the Event and noise creating activities are only allowed inside the building unless approved in advance by the INDIANA THEATRE or any governmental authority if applicable.

b. INDIANA THEATRE staff are authorized to lower sound or noise creation at the sole discretion of the INDIANA THEATRE if deemed excessive to create damage to Facility equipment, create health concerns or cause a public nuisance.

**15. Food and Beverage Policies**

a. No catering service charges are not included in the facility Rental Rate. Unless specifically approved in advance by the Indiana Theatre, all event beverage and service will be provided by Louise's Copper Catering and The Copper Bar.

b. Any alternative food service pre-approved by the Indiana Theatre will pay the Indiana Theatre a \$2 surcharge per attendee. As part of its pre-approval, the Vendor must sign a Vendor Agreement and be able to provide adequate food service permits and insurance for the event service.

c. All food services must be provided through INDIANA THEATRE preferred Vendors, or Renter Vendors approved in advance by the INDIANA THEATRE. **OUTSIDE FOOD, LIQUOR AND BEVERAGES ARE STRICTLY PROHIBITED WITHOUT THE ADVANCE WRITTEN PERMISSION OF THE INDIANA THEATRE. THE INDIANA THEATRE RESERVES THE RIGHT TO EXPEL ANY INDIVIDUAL VIOLATING THIS FOOD AND BEVERAGE POLICY, AND MAY TERMINATE ANY EVENT WITHOUT REFUND WHERE THE RENTER IS NOT REQUIRING FULL ENFORCEMENT OF THIS POLICY.**

d. All beverage service, including alcoholic beverages, must be exclusively provided by The Copper Bar unless otherwise designated by the INDIANA THEATRE. Legal drinking age in the state of Indiana is 21 years old, and regardless of age, the INDIANA THEATRE and its designated beverage service providers reserve the right to refuse serving alcohol to any patron at their own discretion.

e. The INDIANA THEATRE staff is authorized to cease food and beverage service if continued service is creating dangerous conditions and/or causing damage to the Facility.

f. Renter is responsible for any linen service which is provided through the food and beverage caterer; however, the Indiana Theatre can assist Renters in sourcing linen service.

## 16. **Cleaning Procedures**

a. All garbage must be promptly emptied at conclusion of the Event with refuse placed in the designated trash receptacle on the exterior of the Facility.

b. The Renter and Vendors are required to clean all areas of their Event operations, with strict adherence to all Health Department policies for food and beverage service.

## 17. **Decorations**

All Facility decorations must be approved in advance by the INDIANA THEATRE.

a. No tapes, adhesives, nails or staples can be used on any building surfaces.

b. No paint, markers, ink, pencils, chalk, wax, paste or other markings of any kind may be used on building surfaces.

c. Candles may be used only with the advance approval of the INDIANA THEATRE for specified Facility areas and applications. No rice, confetti, birdseed, potpourri, glitter, straw, plants or granular substance may be used in the Facility.

d. The Renter is responsible for any customized event tables, seating and decorations, and event staffing beyond security and Theatre event staff. The use of Indiana Theatre tables and chairs is included on the rental fee in an as-is condition without any decorations. The Indiana Theatre reserves the right to review and approve all event decorations at least one week in advance of the event in order to ensure the decorations are not inappropriate for the image of the Theatre and/or will not cause damage of any type to the facility.

**18. Music, Lighting, Video and Entertainment**

a. DJ, lighting and entertainment services for private and public events are not included in the facility Rental Rate. Indiana Theatre will provide a list of preferred vendors for event entertainment; however, alternative pre-approved entertainment Vendors may be acceptable for events.

b. Music, video and lighting services for private and public events are not included in the facility Rental Rate. The Renter is responsible for safeguarding sound, video and lighting equipment which is part of the Indiana Theatre's onsite facility equipment, and the Renter is responsible for the cost of external qualified personnel necessary to operate any sound, video or lighting equipment. The Indiana Theatre will provide a list of pre-approved audio-video equipment operators and equipment providers with alternative operators and providers subject to approval by the Indiana Theatre.

19. It is understood and expressly agreed that should the Renter is responsible for full adherence to all rules, policies and laws related to the proper use of the building. Should any rules, policies or laws be violated before, or during, the Event, the Indiana Theatre may terminate this agreement at its discretion and require the Renter to vacate the building (during the Event if necessary), forfeiting any and all fees and monies.

20. INDIANA THEATRE assumes no liability for Events not held due to uncontrollable circumstances or acts of God.

21. INDIANA THEATRE is bound by local, state and federal laws and its policies and guidelines defined in this Agreement are subject to change at any time in order to ensure strict compliance with all applicable laws and ordinances.

The undersigned have read and understood this agreement and the policies it contains. All parties understand that if the Renter or Renter Vendors do not comply with this Agreement, the Event may be immediately terminated by INDIANA THEATRE at its sole discretion with all deposits and payments retained by INDIANA THEATRE. All parties understand and agree that the Renter will be responsible and liable to the INDIANA THEATRE for any costs related to the Event which exceed the amount of the retained cleaning and damage deposit.

**Renter**

\_\_\_\_\_  
Printed Name of Individual or Company

\_\_\_\_\_  
Authorized Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Renter

**Indiana Theatre, LLC  
d/b/a Indiana Theatre Event Center**

**Lundco, LLC  
d/b/a The Copper Bar**

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Signature



## EXHIBIT A

### Indiana Theatre Event Center Pricing\*

**\*(Pricing and Other Terms in Effect at 7/1/14 and Subject to Change Without Prior Contract)**

- Facility set up and event hours: 8:00 am – Midnight.
- Indiana Theatre representative must be onsite for all facility access.
- Usage hours are rounded up to the nearest full hour and set-up and tear-down time is included in facility rental hours. Facility access must be prescheduled in advance of the rental date.

#### **Sunday – Thursday (Rates May Vary For Select Events)**

- Rental Rate for Rotunda and Lobby (No Auditorium Access)\*:
  - 8:00 am - Midnight: \$100 per hour (minimum \$300 fee)
  - 8:00 am - Midnight: \$1,000 Daily Rate
- Rental Rate for Rotunda, Lobby, Auditorium and Stage\*:
  - 8:00 am - Midnight: \$200 per hour (minimum \$600 fee)
  - 8:00 am - Midnight: \$1,500 Daily Rate

#### **Friday – Saturday (Rates May Vary For Select Events)**

- Rental Rate for Rotunda and Lobby (No Auditorium Access)\*:
  - 8:00 am - Midnight: \$200 per hour (minimum \$1,000 fee)
  - 8:00 am - Midnight: \$2,000 Daily Rate
- Rental Rate for Rotunda, Lobby, and Auditorium\*:
  - 8:00 am - Midnight: \$300 per hour (minimum \$1,500 fee)
  - 8:00 am - Midnight: \$3,000 Daily Rate
- Friday and Saturday Rental Rate (Rotunda, Lobby and Auditorium)\*:
  - 8:00 am - Midnight: \$4,500 For Friday and Saturday

\*Rental fee includes use of onsite Theatre tables and chairs, Theatre audio-video equipment (Auditorium Option), Theatre auditorium screens (Auditorium Option), Auditorium stage (Auditorium Option) and other onsite amenities and equipment. Additional charges for dressing room access may apply.