

Billie Lou Wood Visitor Center

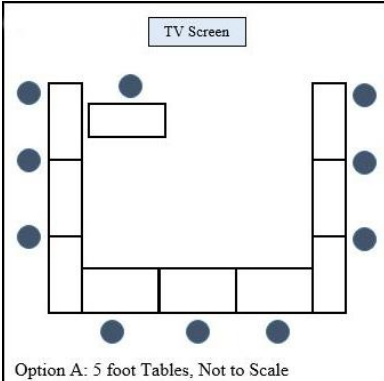
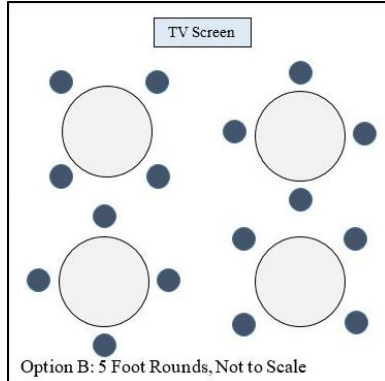
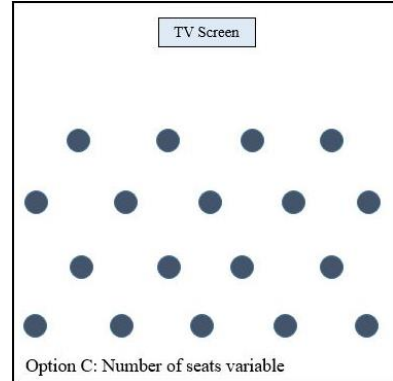
at the James Whitcomb Riley Museum Home



PRIVATE EVENT RENTAL AGREEMENT AND UPDATED POLICIES AND PROCEDURES: COVID19

This is a rental agreement between _____ and the Billie Lou Wood Visitor Center, 528 Lockerbie Street, Indianapolis, IN (Marion County) for use of the following event space (the "Visitor Center").

INDOOR SPACE OPTIONS, WEEKDAYS – Main Floor

Select Time Frame	Date/Day	Duration	Minimum 4-Hour Rental Fee
___ 8am-4pm Monday-Friday \$150/Hr			
___ After 4pm Monday-Thursday \$200/Hr			
\$50.00	Sanitation and Disinfection Fee		
\$ _____	Total Cost		
Select Layout			
___ Option A: Small Meeting, U-Shape Conference, 10 Guest Max			
___ Option B: Small Meeting, Separate Banquet Tables, 16 Guest Max			
___ Option C: Small Meeting, Lecture Seating, 16-20 Guest Max			
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Option A: 5 foot Tables, Not to Scale</p> </div> <div style="text-align: center;">  <p>Option B: 5 Foot Rounds, Not to Scale</p> </div> <div style="text-align: center;">  <p>Option C: Number of seats variable</p> </div> </div>			
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 5px; width: 150px;">Option A</div> <div style="border: 1px solid black; padding: 5px; width: 150px;">Option B</div> <div style="border: 1px solid black; padding: 5px; width: 150px;">Option C</div> </div>			

Available Event Supplies for Indoor Events

- Multi-Media screen, for presentations and virtual attendees
- Conference telephones
- Small kitchenette with refrigerator

Please contact Joyce Jones for:

- Non-Profit Rental Fee Discount
- Discount options for recurring short meetings, such as condominium or neighborhood associations.

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OUTDOOR SPACE OPTIONS – Museum Home Lawn or Patio

Option A: Small Outdoor Meeting or Open House Up to 50 Guests, no more than 25-30 at one time

Complete the following	Date/Day	Minimum 4-Hour Rental Fee
_____ 8am-4pm Monday-Friday \$150/Hr		
_____ After 4pm Monday-Thursday \$200/Hr		
_____ 8am-4pm Friday-Saturday \$200/Hr		
_____ After 4pm Friday-Saturday \$250/Hr		
_____ I plan to contact an approved caterer		
\$50.00	Sanitation and Disinfection Fee	
\$_____	Total Cost	

Option B: Minimony/Microwedding Up to 20 Guests

Ideal for couples who want to proceed with a wedding ceremony now with just a handful of guests in attendance. The James Whitcomb Riley Museum Home could be used as a backdrop for your wedding or a garden setting on the lawn.

Select one of the following	Date/Day 2-Hr Maximum
_____ 8am-4pm Monday-Thursday \$500	
_____ After 5pm Monday-Thursday \$750	
_____ 8am-4pm Friday-Saturday \$750	
_____ After 5pm Friday-Saturday \$1,200	
_____ I plan to bring my own wedding cake and non-alcoholic beverages (no other food service permitted)	
_____ I plan to bring my own photographer, take engagement pictures in advance 8-4pm, 1-hour appointment Monday-Thursday \$175	
_____ I plan to bring my own photographer to the wedding; Group photo opportunities available around the Museum Home, Lockerbie neighborhood; For the couple only, inside the Museum Home \$350	
\$50.00	Sanitation and Disinfection Fee
\$_____	Total Cost

Available Event Supplies for Outdoor Events

- Up to 5 5' round tables
- Up to 4 3'x6' conference tables
- Up to 25 outdoor chairs

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Visitor Center Policies

COVID-19 Guidelines For Indoor and Outdoor In-person Events

Visitor Center guidelines include but are not limited to:

- Meetings/events will be limited to small, short meetings and events.
- Renter agrees to practice social distancing. Indoor events must follow pre-set layouts.
- Renter agrees to comply with all federal, state and local regulations and guidance including but not limited to Marion County guidelines, currently requiring face coverings.
- Renter agrees to ensure all guests attending the event are screened for COVID-19-related symptoms before such guests are allowed to enter the Visitor Center premises.
- Outdoor events will have access to indoor restrooms but attendees cannot gather or congregate indoors.
- Pre-packaged meals and beverages must replace self-service buffets.
- Hand sanitizer stations available.
- Indoor Events Only: Weather permitting, doors and windows will be cracked open to allow air flow. Weather permitting, outdoor patio will replace indoor events to provide an open-air environment.
- Guidelines are subject to change as local, state and federal guidelines are announced.
- Full refunds will be provided for cancelations due to COVID-19 related changes or restrictions.

DECORATIONS: Renter is allowed to bring outside decorations with approval from the Visitor Center. Decorations are to be removed at the conclusion of the event. The property of the Visitor Center is not be altered in any way. Confetti and glitter of any kind is not allowed. Tape/adhesives on the walls are prohibited. Exterior decorations that require stakes or insertion in the lawn or are not permitted. Tent stakes are allowed in pre-approved areas by preferred tent rental vendors.

EQUIPMENT RENTAL: Rental, delivery and installation of tables, linens, chairs, and any additional rental items must be coordinated through the caterer and the Visitor Center. Delivery times must be scheduled with Visitor Center staff in advance and any and all equipment brought onto the premises by the Renter is present at Renter's risk. Visitor Center will not collect or store these items. Renter will remove all materials brought onto the property.

APPROVED CATERER: Pre-packaged meals and beverages must replace self-service buffets. For Small Meetings and Open Houses: Option to use approved caterer (listed below) or you may order food delivery service from restaurants. Renter must supply own utensils and disposable paper tablecloths. Cloth linens are not to be used at this time. Renter may bring in their own non-alcoholic beverages. No alcohol service available at this time.

BLACK PLATE CATERING

2025 E. 46th Street

Indianapolis, IN 46205

Contact: Anne Perry

anne@blackplatecatering.com

317-255-8030

SMOKING: Smoking and vaping are not permitted anywhere on the property.

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SOUND: Music and sound levels for outdoor events must comply with the neighborhood association's Lockerbie Square People's Club guidelines. Outdoors, only string instruments; no electric music is allowed and music must end by 10:00pm. Indoors, all music and sound must be kept at a reasonable volume.

FUNDRAISING EVENTS: No events will be scheduled that will charge admission except for public charitable organizations under IRC Sec. 501(c)(3) that are conducting fundraising events

Terms and Conditions

ASSUMPTION OF RISKS: Renter agrees to accept and assume any and all risks, whether or not identified, with respect to its use of the Visitor Center and assumes all responsibility for any liability, injury, losses, and damages that any person may suffer as a result of or in any connected with Renter's use of the Visitor Center. Renter further understands and acknowledges that its use of the Visitor Center during the COVID-19 pandemic presents unique health and safety risks and dangers, known and unknown, inherent and otherwise, that cannot be eliminated which can cause injury, illness paralysis or death to Renter, its guests, their family members or other third parties. Some but by no means all, of the risks presented include: (i) COVID-19 is highly contagious; (ii) individuals frequently do not develop COVID-19 symptoms until after they are contagious; (iii) exposed individuals may have more serious symptoms due to other known and unknown medical conditions; (iv) failure to properly sanitize the Visitor Center and/or any property or equipment in the Visitor Center; and (v) others involved with the Visitor Center's failure to take proper actions to prevent or minimize exposure and/or failure to have and/or use proper protective equipment. Renter accepts full and sole responsibility for these COVID-19 risks, both known and unknown, inherent or otherwise, related to its use of the Visitor Center and understands and acknowledges that the Visitor Center has no obligations with respect to ensuring the safety of the Renter from the dangers of COVID-19.

LIABILITY RELEASE: Acknowledging the aforementioned risks exist, Renter hereby **RELEASES AND DISCHARGES** Riley Children's Foundation, LLC, Riley Hospital for Children and each of their affiliates, related entities, officers, employees, representatives, managers, members, directors, owners, agents and each of them and/or anyone associated in any way with respect to the Visitor Center (the "Released Parties") from and against all claims, damages, injuries, losses, actions, suits, proceedings, expenses, costs, attorneys' fees, and the like that Renter or anyone on Renter's behalf have or might have for any death, injury, loss, claimed injury or other damages arising out of, involving or relating to Renter's use of the Visitor Center, including, but not limited to, any claim that the act, omission or event complained of was caused in whole or in part by the strict liability or negligence in any form of the Released Parties.

AGREEMENT TO INDEMNIFY: By signing the "Use Agreement" form, Renter shall indemnify, hold harmless and defend the Released Parties against any and all damages, claims, injuries, losses, actions, suits, proceedings, expenses, costs, attorneys' fees or other liability arising out of or relating to Renter's use of the Visitor Center.

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INSURANCE: Renter must submit a certificate of insurance indicating the general liability insurance carried and naming Riley Children's Foundation as an additional insured for the rental period, inclusive of the following language: The Certificate holder, and its affiliates, their respective employees and agents, members, managers, officers and owners (and their beneficiaries, if any) are Additional Insureds with

coverage that is primary and non-contributory with regards to General Liability according to the terms, conditions and exclusions within the policy; Waiver of Subrogation with respect to General Liability all according to the terms, Conditions and exclusions within the policy.

NON-COMPLIANCE: We reserve the right to deny use or continued use of its facilities to any person or organization not complying with the Visitor Center policies and procedures. Further, we reserve the right to deny use or continued use of its facilities to any person or organization not complying with all federal, state and local laws, orders, directives and guidelines relating to COVID-19.

PAYMENT SCHEDULE / CANCELTION POLICY: The nonrefundable deposit is 25% of the rental fee and must be received along with signed agreement to reserve the date and time of your event. Payment accepted by check or credit card. Rental fee balance or written notice to cancel event is due 24 hours prior to your event date.

FORCE MAJEURE: The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, civil disorder, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19 or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

GOVERNING LAW, EXCLUSIVE FORUM AND WAIVER OF JURY TRIAL: This agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Indiana. Any cause of action relating to the interpretation or enforcement of this agreement shall be instituted and litigated in the Indiana Commercial Court located in Marion County, Indiana and if no longer exists than a State or Federal Court located in Marion County, Indiana. **RENTER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.**

The Event Information Form and Credit Card Authorization Form must be completed and included with signed agreement.

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EVENT INFORMATION

Must be completed by Renter

DAY/DATE OF EVENT

START TIME

END TIME

NAME OF EVENT

RESPONSIBLE PARTY NAME

COMPANY NAME

RESPONSIBLE PARTY ADDRESS

RESPONSIBLE PARTY PHONE

RESPONSIBLE PARTY EMAIL ADDRESS

ESTIMATED NUMBER OF GUESTS

DESCRIPTION OF EVENT / ADDITIONAL INFORMATION

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****AUTHORIZATION OF CREDIT CARD USE****

I authorize Riley Children's Foundation to charge my credit card as follows:

- _____ 50% of Rental Fee
- _____ Balance of Rental Fee
- _____ Other

The following credit card will be held on file and used, if charges are assessed resulting in extended use, damage, abuse, or for using services beyond those approved in advance. Extended use charges include any time for management, maintenance, and security beyond that included in the Agreement, including set-up, takedown, and leaving of the rental space later than scheduled.

Credit Card Number: _____

Name on Card: _____

Exp Date: _____ CVV: _____ Card Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Email for Receipt: _____