

## **RENTAL AGREEMENT & USE POLICY**

Museum at Prophetstown, Inc. (HP) DBA Historic Prophetstown

The HP staff looks forward to working with you to plan your event. HP requires that you comply with this Rental Agreement and Use Policy to protect you and your guests, HP staff, properties and historic resources. Violation of this Agreement may result in HP canceling your event, charging additional fees, and other actions to recover damages and attorney fees. You agree to hold harmless and indemnify, including attorney fees, HP, its agents, employees, invitees, board of directors, and volunteers.

**Reservation Procedure** – You must submit your request to the Chief Operating Officer at HP by calling (765) 567-4700. Your event is not confirmed until the renter's deposit and the signed Rental Agreement and Use Policy have been received, approved and signed by the HP COO. Rental uses are generally first come first served.

### **Details**

#### **Set-up and Teardown –**

- Carry out all trash
- Set-up and teardown must occur on the same day as the event.
- All equipment and materials must be removed from the facility no later than opening of HP the following day.
- Decorations, additional lighting and any other equipment must be approved by the Chief Operating Officer no less than 7 days prior to the event.
- Sound systems must be set at a low level- we have farm animals and neighbors.
- HP reserves the right to restrict event times, including allotted times for set-up and teardown. The Chief Operating Officer must approve these times.
- If your function needs to run beyond the contracted time, approval for such time must come from the Chief Operating Officer no less than 7 days prior to the event. Upon such approval, and at the discretion of the Chief Operating Officer, an overtime charge may be assessed.

*HP staff will direct your group if inclement weather threatens.*

**Changes in HP Plans** - Infrequently HP activities may require modification of plans for private events. HP will notify the Renter of any changes as far in advance as possible to arrange an alternate date or facility, if such changes are necessary. HP's liability in any such change is limited to the return of all of Renter's prepaid funds.

**Catering Services –HP has a caterer. If you decide to use another:**

- All caterers and service providers must carry an appropriate Certificate of Insurance containing both workmen's compensation and liability insurance.
- Renters and caterers are responsible for providing all necessary items to prepare and serve in compliance with the rules and regulations of the Tippecanoe County Health Department including but not limited to: kitchen equipment, utensils, table service, dishes, cleaning equipment and supplies, cake knife, trash bags and other items.
- HP china and silverware are not available for private use.

**Beverage Service –**

- Alcoholic beverages may only be served with prior written approval of the Chief Operating Officer at the time of Rental Agreement and Use Policy signing.
- Rental of HP facilities with alcohol requires the Renter to arrange for a uniformed officer with jurisdiction at HP to be present. Renter must contact Major Brown at the Tippecanoe County Sheriff Department at (765) 423-9388 at least three weeks prior to the event and pay the required fees. A typical fee is \$25 per hour with a minimum 3-hour shift.
- HP does not carry a liquor license. Accordingly, the Renter must provide an Indiana licensed bartender at all times during the event.
- Renter must at all times comply with the laws and regulations of the United States, the State of Indiana, the Indiana Department of Natural Resources, and local government. In compliance with rules and regulations, food must be served at all events where alcoholic beverages are offered.
- HP requires that the Renter or Renter's bartender provide an appropriate certificate of insurance for the event at least three weeks prior to the event.

**Termination of Event –**

HP reserves the right to terminate any function at the sole discretion of the Chief Operating Officer, or his designee. The Tippecanoe County Sheriff's Department may, in its sole discretion, or at the request of HP require Renter to provide more than one uniformed officer at Renter's expense. Renter, renter's agents and invitees agree to indemnify and hold harmless HP against all liability, including attorney's fees.

**The HP Chief Operating Officer must approve special exceptions to this policy no less than 7 days prior to the event.**