

**This Rental Agreement** - made and entered into as of the date last set forth below, by and between the Holliday Park Foundation, Inc., a non-profit organization and the **(Renter)**.

**Whereas**, renter desires to rent the facility from the Holliday Park Foundation on the terms and conditions set forth herein and the Holliday Park Foundation is willing to rent the facilities on such terms and conditions.

**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: Date: Rate:**

- a. Upon execution of the Agreement and payment in full, the Ruins at Holliday Park shall be reserved for Renter on the Date of **"Date of Wedding"** Times: **TBD** at a Rate of: **"Fee Amount."** Rate is for 10 hours of time to include renter/vendor setup and break down.
- b. Cash, personal check (payable to Holliday Park Foundation), or credit cards are accepted. Credit card payments can be made online at [www.hollidaypark.org/donate](http://www.hollidaypark.org/donate)
- c. The **"Fee Amount"**, plus refundable damage/cleaning deposit (see 1.d.) is due in full at the time of booking.
- d. A refundable \$500 damage/cleaning deposit is also required to secure your date. This deposit is due in full at the time of booking.

### **2. Cancellations**

- a. Renters must give a 60-day notice prior to the event to receive a refund minus a \$250 cancellation charge. No refund will be given if cancellation occurs within 60 days of the event, including bookings made less than 60 days from event date.
- b. Cleaning deposit will be refunded within two weeks of cancellation.
- c. Cancellations or change of date must be in writing.
- d. No refunds will be issued in case of inclement weather. Upon availability, the Holliday Park Nature Center may be booked as an indoor option for an additional fee. The Nature Center is only available until 4:30 pm and can accommodate events with up to 80 guests.

### **3. Liability Insurance**

a. Renter shall obtain general liability insurance covering the day of the event in the minimum amount of one million dollars in a form and amount satisfactory to the Holliday Park Foundation. A certificate of insurance and a policy endorsement naming the Holliday Park Foundation and the Consolidated City of Indianapolis as additional insured on the policy shall be provided to the Holliday Park Foundation at least three business days before the day of the event.

b. All Vendors working at Holliday Park shall carry and maintain in full force and effect while working at Holliday Park workers compensation insurance, general liability insurance and policy endorsement naming the Holliday Park Foundation and the Consolidated City of Indianapolis as additional insured showing the required insurance is in place. A copy of each policy shall be provided to the Holliday Park Foundation at least three business days before the day of the event.

c. Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend the Holliday Park Foundation and the Consolidated City of Indianapolis, to the maximum extent allowed by law, from any and all liability arising from Vendors' use of Holliday Park, including any and all claims for negligence against the Holliday Park Foundation, and including the payment of reasonable attorney's fees and costs incurred in defense of any actual or alleged liability.

**4. Use of Property** - Event area includes the space inside the semi-circle of columns on the west side of the Ruins, the promenade sidewalk and small portion of the lawn outside of the columns (designated on attached map).

a. Use of the property is available from dawn to dusk. All events must conclude no later than ½ hour prior to dusk. Quoted rate is for 10 hours total.

b. This agreement covers wedding ceremonies only. We are unable to host wedding receptions at this time.

c. The capacity of the space is 125 persons maximum.

d. Signs will be posted notifying park visitors that the designated area is reserved for a private event. Renter should be aware that Holliday Park is a public space and that park visitors will still have access to the remainder of the Ruins and the park during your reservation. The Holliday Park Foundation cannot be held responsible for their actions.

e. Holliday Park/Holliday Park Foundation staff will not be on-site after 5:00 pm.

f. Renters are responsible for setup, take down and final cleanup of event area, including removal of trash.

g. Electricity is provided.

h. Chairs, tables, arbors, A/V equipment, etc. are not provided and are the responsibility of the renter. Setup/tear down must occur within the designated rental time. The Holliday Park Foundation is not responsible for loss of/damage to equipment provided by renter or vendors.

i. Alcohol is not permitted.

j. Glitter, confetti, rice, birdseed, balloon releases, wildlife, smoke bombs, piñatas, etc. are not permitted.

k. Tents larger than personal 'pop-up' tents 12'x12' are not permitted.

l. Amplified music must be maintained at a reasonable volume.

m. Rental includes use of 35 parking spaces in the Ruins parking lot. Driving/Parking on grass is not permitted.

n. Wedding rehearsals may be scheduled prior to event but private use for that purpose is not included in this agreement.

## **5. Vendor Policies -**

a. Renter is fully responsible for vendors regarding set up/tear down of chairs, A/V equipment, etc. Renter will be solely responsible and may be charged and/or lose all claim to refundable damage/cleaning deposit due to damage caused by vendor.

b. Professional Photographers/Videographers hired by Renter must complete a Commercial Photo Permit with Indy Parks. A copy of this permit shall be provided to the Holliday Park Foundation at least three business days before the day of the event.

c. The Holliday Park Foundation is not responsible for any vendors for fulfilling contracts, obligations, refunds or conduct.

d. All rental items, vendor equipment and trash must be removed at the end of the event.

e. The Holliday Park Foundation is not responsible for loss of/damage to equipment provided by renter or vendors.

**6.** It is understood and agreed that should renter fail to adhere to all rules, policies and conform to the proper use of the Ruins at Holliday Park, the Holliday Park Foundation may, at its discretion, terminate this agreement and require the renting parties to vacate the space (during the event if necessary), forfeiting any and all fees and monies.

**7.** The Holliday Park Foundation is not held liable for events not being held due to uncontrollable circumstances.

**8.** The Holliday Park Foundation is bound by the policies and rules enforced by the City of Indianapolis and are subject to change at any time.

**9. RENTAL IS NOT FINAL UNTIL BOTH PAYMENT IN FULL (INCLUDING DAMAGE/CLEANING DEPOSIT) AND A SIGNED COPY OF THIS AGREEMENT HAVE BEEN RECEIVED.**

**I/We have read and understood this agreement and the policies it contains. I understand that if I/We or any of the guests or vendors at the event does not comply with this agreement or the policies the event may be immediately terminated by the Holliday Park Foundation, in its sole discretion, and/or all deposits made will be retained by the Holliday Park Foundation. I understand and agree that, in addition, I/we will be responsible and liable to the Holliday Park Foundation for any costs exceeding the amount of the retained deposit.**

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Renter(s) Signature

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Date

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Holliday Park Foundation Signature

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Date