



Terms of Use for Venue Rental

924 N. Pennsylvania St. Suite B | Indianapolis, IN 46204

Contract Number:

Types of Use

An individual, group, organization, or corporation may apply to rent The Cabaret providing that the use of the facility and grounds is lawful and does not interfere with The Cabaret's mission. All plans for use must be submitted for approval to The Cabaret's Events Department prior to finalizing a contract. The Cabaret will not rent the facility for use by any organization that practices or advocates discrimination based on national origin, race, religion, sex, sexual orientation, gender (including identity and expression), disability, age, or any other basis prohibited by the law. Events that, in the opinion of The Cabaret's Events Department, may present an unacceptable risk to the public or the facility or may be an inappropriate use of the facility, will not be permitted.

Conditions

The Cabaret hereby permits the named individual, group, organization, or corporation, referred to as the Client, to use specified area(s), equipment, and services of its facility — The Cabaret at 924 N. Pennsylvania Street, Suite B in Indianapolis, Indiana — for the sole purpose outlined in the rental contract. The Client's right to use the premises may not be assigned to any other individual, group, organization, or corporation. The Client understands that exhibits, displays, signage, color schemes, etc. within any area of The Cabaret may be changed without notice to the Client.

Reservations

1. The Cabaret requires a signed rental contract prior to an event. An event is considered confirmed when The Cabaret's Events Department has received all of the following:
 - a. Signed rental contract and rental facility terms of use
 - b. Damage deposit
 - c. Room rental deposit and payment of additional fees (see rental rate sheet for outline of additional fees)
2. The Cabaret reserves the right to cancel an event if the signed rental contract, deposit, and/or initial rental fees are not received within 30 days from event date or as stated in the rental contract.
3. Evening events must end by 11:00 p.m. unless the Client contracts for one additional hour or prior approval is granted in writing by The Cabaret. All music and noise must end by 11 p.m. to comply with city ordinance. Before 5 p.m. Monday through Friday and before noon Saturday and Sunday, sound must be kept at a reasonable level as to not disturb neighboring establishments.

Payments, Fees, & Deposits

1. The deposit payment (50% of facility rental fee, damage deposit, additional fees for services and equipment, sales tax) is due within 30 days of the contract execution date.
2. The balance payment (50% of facility rental fee) is due 30 days prior to the event date.
3. The Cabaret reserves the right to cancel an event if the final payment is not received 30 days prior to the event, subject to the cancellation policy stated in the rental facility terms of use.

Damage Deposit & Damages

1. A damage deposit of \$200 - \$500 (determined by type and size of event) is required for all rental events at The Cabaret. The damage deposit is not liquidated damages and the client's liability for damages is not limited to amount of damage deposit.
2. The Client agrees to assume financial responsibility for any damage to or loss, including theft, of objects or property belonging to The Cabaret, and for any personal injury incurred on the premises, caused in whole or in part by any act or omission of the Client and/or its guests, invitees, or agents.
3. The damage deposit will be refunded to the Client within 6 weeks after the event provided no damage occurred, no excessive cleanup was required, and all terms of use were followed by the Client and the Client's guests. Any accrued labor costs in excess of the contracted amount will be deducted from the damage deposit return. The Cabaret has sole discretion to partially or completely retain the damage deposit.

Insurance & Permits

1. The Client is responsible for obtaining and paying for any special licenses, fees, or permits required for lawful use of the facility.
2. The Client shall file with The Cabaret, at least 30 days prior to the use, a certificate of insurance naming The Cabaret as additional insured for the time period of the event. Failure to provide proper documentation can result in the cancellation of the event by The Cabaret. The Cabaret requires that the Client hold \$1,000,000 in general liability insurance coverage at a minimum for businesses/corporations, and a minimum of \$500,000 for an individual or not-for-profit organization.

Indemnification

The Client agrees to indemnify and hold harmless The Cabaret, its employees, agents, vendors and subcontractors, against any and all losses, claims, actions, suits, costs, damages and liabilities arising from any act or omission of the Client or the Client's employees, agents, vendors, subcontractors and event guests, or from the use of the facility, except that which results from gross negligence or willful misconduct of The Cabaret, its employees, vendors, agents or subcontractors.

Cancellation

1. If the Client cancels an event more than 60 days prior to the event, The Cabaret will retain the 50% rental deposit payment. The damage deposit and any payment made for additional fees will be refunded.
2. For cancellation with 60 days or less notice prior to the scheduled event date, The Cabaret will refund only the damage deposit (less rent due) and certain additional fees, including paid fees for security guard(s) and audio-visual technician(s). If The Cabaret has not received the full rent payment, we will deduct the unpaid amount from the damage deposit.
3. The Cabaret may cancel an event if the property has become unsafe or unsuitable for use due to natural disasters or conditions beyond our control. In such conditions, at the Client's option, the event may be rescheduled on a mutually acceptable date. If a date cannot be established or if the Client opts not to reschedule, The Cabaret will refund all payments received.
4. **Force Majeure:** Performance of this Agreement is subject to, but not limited to, acts of god, including COVID-19, pandemics, epidemics, government regulations, disaster, fire, war, acts of terrorism or any other extraordinary occurrence taking place which would make it impossible or inadvisable for the parties to perform their obligations under this Agreement. In the event of such an event cancellation, the Cabaret and the Client shall use reasonable efforts to reschedule the event(s) to a mutually acceptable date and time and amend this Agreement accordingly; only if such mutual Agreement cannot be reached will this Agreement be terminated. Upon such termination, The Cabaret shall refund to the Client any and all fees and deposits already paid by the Client under this Agreement less any documented expenses actually incurred by

The Cabaret in preparation for the event prior to termination of this Agreement, and each party shall be relieved of any further obligations under this Agreement.

Default

Under this agreement, the following shall constitute Default by the Client and shall result in the cancellation of the event: (1) non-payment of rental fees, damage deposits and other fees when due; (2) failure to abide by the terms and conditions of the rental contract; or (3) failure to present the event as outlined in the rental contract, unless changes are approved in writing by The Cabaret prior to the event.

Use of Name, Logo, Photos, & Video

1. On all printed materials, promotions, advertising and media engagement related to the rental event, the facilities should be identified as The Cabaret, and the address as 924 N. Pennsylvania Street, Suite B, Indianapolis, IN.
2. Unless approved in advance and in writing by The Cabaret's Marketing & Communication Department, The Cabaret name cannot be used within the name of the Client's event, and cannot in any way indicate that the event is sponsored by The Cabaret or part of The Cabaret's sponsored programs and shows; for example, <Blank> at The Cabaret.
3. Use of The Cabaret's logo must be approved in advance and reviewed by The Cabaret's Marketing & Communication Department.
4. Photographs and video of the facilities, interior and exterior, for personal use are permitted. Use of photographs and video of the facilities for commercial or fundraising use must be approved in advance by The Cabaret's Marketing & Communication Department.
5. The Cabaret reserves the right to photograph and video rental events for the event record and promotional purposes.

Alcohol

1. Alcoholic beverages must be supplied and served by The Cabaret's exclusive caterer – The Jazz Kitchen. The Cabaret abides by all laws of the State of Indiana concerning the use and serving of alcoholic beverages. Indiana law prohibits the carry-in or carry-out of alcoholic beverages to or from the premises by anyone other than a licensed vendor.
2. Indiana law requires that no one under the age of 21 be served an alcoholic beverage and The Cabaret and its approved caterer reserve the right to request identification, but The Cabaret shall not be obligated to do so as this remains the Client's responsibility. Adherence to legal age limits must be strictly enforced by the Client.
3. The Cabaret and The Jazz Kitchen reserve the right to refuse to serve alcohol to anyone who appears to be intoxicated. Both The Cabaret and Client agree that the Client shall be solely responsible for the acts and omissions of the Client's agents, guests and invitees. Event staff (including hired security personnel) is authorized to remove drunk and disorderly event attendees from the premises.
4. Alcohol may be served only at events that include food service.
5. No keg beer, self-service beverage stations or straight alcohol "shots" will be permitted at any event.
6. The maximum length of bar service for any event is five hours.
7. All bar service must end at least 30 minutes prior to the scheduled conclusion of an event.

Catering

1. All food and beverages must be prepared and served by The Jazz Kitchen, The Cabaret's exclusive caterer.
2. The Client must execute a separate agreement with The Jazz Kitchen, independent of The Cabaret facility rental agreement. All catering arrangements and expenses are the responsibility of the Client. The Cabaret is not liable for caterer's pricing, service, conduct or product.

3. The Client's rental contract with The Cabaret does not include food and beverage service. Use of tables, chairs, and other equipment may be included as outlined in the rental contract.

Equipment & Deliveries

1. The Cabaret's Events Department must be notified in advance and must approve of any Client and/or Client-vendor deliveries and/or pick-ups scheduled at The Cabaret.
2. The Cabaret does not assume liability for items the Client or Client's vendors deliver or store on the premises. All equipment and materials delivered to the facilities must be removed immediately following an event, unless other arrangements have been agreed to in advance by The Cabaret's Events Department.
3. All personal equipment is used at the sole risk of the Client; The Cabaret and its staff are not liable for any damages to personal or rented equipment.

Vendors & Contractors

1. The Cabaret's Events Department must be notified of all vendors and contractors providing products or services for the Client's event, including but not limited to florist, event planner, photographer, entertainer, DJ, audio-visual vendor, security, valet and other rental equipment suppliers.
2. Vendors and contractors must hold current liability insurance and provide proof of such to The Cabaret upon request.
3. All vendors and contractors must be aware of and adhere to these Terms of Use. If infractions occur, all or part of the Client's damage deposit may be withheld and vendors/contractors may be restricted from operating at The Cabaret facility.
4. All vendors and contractors must coordinate plans and set-up details with The Cabaret's Events Department at least two weeks in advance of the event.
5. The Cabaret is not liable for services provided by vendors or contractors.
6. The Cabaret's in-house audio-visual systems and equipment may be operated only by The Cabaret's-approved personnel at the expense of the Client.

Services & Parking

1. A Cabaret representative will be present and on duty for the entire length of the event. The representative will open the facility, provide information and direction to Clients and vendors, and assure that the facility is in proper operating order. The representative is not required to assist in set-up, decorating, staging, rehearsals or other event-related services.
2. The Cabaret does NOT provide: linens, decorations, props, signage, and floral arrangements for events (these maybe available through your caterer or event planner).
3. The Cabaret provides cleaning and maintenance services prior to and after the event in public spaces, restrooms and the reserved event space. The Cabaret may assess the Client additional fees should the premises require excessive post-event cleaning.
4. Street parking is available in close vicinity of The Cabaret. Parking may be arranged in advance with The Cabaret in nearby privately-owned lots for a fee. Valet parking services are available by contacting our exclusive valet company. All parking is on a first-come, first-served basis.

Set-Up & Tear-Down

1. Event set-up may begin two hours prior to event starting time ("Set-up time" as listed in the rental contract).
2. Vendors may not have access to the event area until set-up time, unless other arrangements have been approved in advance by The Cabaret's Events Department.
3. Tear-down must take place immediately following the "Event end time" (as listed in the contract) and all items removed from the building immediately, unless other arrangements have been approved in advance by The Cabaret's Events Department.

Decorating

1. Event decorating may begin two hours prior to event starting time (“Set-up time” as listed on the contract).
2. All decorations and installation plans must be approved by The Cabaret’s Events Department prior to event set-up.
3. All decorations must be provided by the Client, or their contractor; no materials will be provided by The Cabaret. (Exception: holiday décor that must remain in place from approximately one week before Thanksgiving through the end of the first week of January.)
4. Nails, pins, wire, tape, or other adhesives may not be used to apply decorations to any building surface. Cost of repair or cleaning or any marks or damages to the facility, its furniture and any other contents as a result of Client’s decorations or other items will be deducted from the Client’s damage deposit.
5. All floral arrangements and plants brought into The Cabaret must be clean and pest free and removed from the premises following an event.
6. Candles should be used sparingly, and flames must be enclosed entirely within votive holders or other glass containers. Unprotected flames are strictly prohibited.
7. Smoke and fog effects, explosives or pyrotechnics, including sparklers, are not permitted inside or on the grounds of The Cabaret.
8. Use of confetti, glitter, rice, birdseed, straw/hay, or silly string is strictly prohibited inside or on the grounds of The Cabaret. Bubbles may only be used outside and are strictly prohibited inside the building.
9. Live animals, except for service animals, may not be brought on the premises.
10. The Cabaret is not responsible for any decorative items left on site after an event.

Security

1. Relative to the size and/or nature of an event, The Cabaret may require one or more security officers to be on-site for an event, hired by The Cabaret at the Client’s expense, for the length of the event plus 30 minutes prior to the contracted start of the event and 30 minutes following the contracted end of the event.
2. Rental fees do not include the cost of on-site security guards.
3. The Cabaret requires an adequate number, to be determined by The Cabaret, of adult chaperones to be supervisors for youth and school events held in The Cabaret.

Smoking

The Cabaret is a smoke-free facility. Smoking is prohibited inside the facility and outside the facility within eight feet of the exterior entrances. Used cigarettes and ashes must be disposed of in proper designated containers.

Sign & Date

Your authorized signature below signifies that you have read and understand all of the foregoing terms and conditions and agree to abide by them.

Client Name _____

Company/Organization (if applicable) _____

Event Name _____ Event Date & Time _____

Authorized Signature _____ Date _____

Printed Name _____