ADDENDUM

CONTRACT #0000000000000000000100584

This Addendum is entered into by and between Indiana Bureau of Motor Vehicles Commission ("**BMVC**" or the "**State**") and the entity designated as "**the Contractor**" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Biltwell Event Center

Contractor Address: 950 S. White River Pkwy West Drive, Indianapolis, IN 46221

Title of Form Contract: Date Reservation Venue Contract

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

A. Any provision requiring the State of Indiana to provide insurance

B. Any provision requiring the State of Indiana to provide indemnity

C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana

D. Any provision providing that suit be brought in any state other than Indiana

E. Any provision providing for resolution of contract disputes

F. Any provision requiring the State of Indiana to pay any taxes

G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees

H. Any provision modifying the applicable Indiana statute of limitations

I. Any provision relating to the time within which a claim must be made.

J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20

K. Any provision limiting disclosure of the Contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.

L. Any provision requiring payment in less than 35 days

M. Any provision providing for automatic renewal

N. Any provision giving the Form Contract precedence over this Addendum

2. Form Contract/Duties of Contractor. The Contractor shall provide venue space for the Indiana Bureau of Motor Vehicles Commission, Branch Managers Meeting.

3. Term. This Contract begins on **October 28, 2026** (the "**Effective Date**") and ends **October 30, 2026** (collectively, the "**Term**").

4. **Consideration.** Total consideration for term of this Contract is **$15,000.00**.

5. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

6. **Assignment; Successors.**
   A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
   B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

7. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

8. **Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, et seq., and audit guidelines specified by the State.

   The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

9. **Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

10. **Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

11. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

A. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

i. IC § 24-4.7 [Telephone Solicitation Of Consumers];

ii. IC § 24-5-12 [Telephone Solicitations]; or

iii. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

B. the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

A. has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

B. will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

I. i. The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:

(1) listed in Section 889 of the 2019 National Defense Authorization Act;

(2) listed in Section 1260H of the 2021 National Defense Authorization Act;

(3) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or

(4) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

ii. In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

12. **Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

13. **Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the

Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

14. Continuity of Services. – Deleted

15. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

17. Disputes.

A. In the event that any dispute arises with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. In any event, the Contractor agrees that, notwithstanding the existence of a dispute, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (the "Commissioner") and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute. The notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner, the parties may agree to forego the process described in subparagraph C, relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

18. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. **Employment Eligibility Verification.** As a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.

C. The Contractor has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

20. **Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

21. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance

exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

22. Funding Cancellation.

A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

[_ If the funds specified in this Contract for paying the Contractor come solely from sources other than State funds and the State Budget Agency or **[insert title of chief officer of the state agency entering into this Contract**] makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

[_} The Contractor shall be compensated for completed Products properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for Products delivered or Services performed after the effective date of cancellation. The Contractor and the State shall agree on the amount of payment for such Products delivered and accepted. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the Contractor and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

23. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

24. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

25. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

26. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Indiana Veteran Owned Small Business Enterprise Compliance. – Deleted

28. Information Technology Enterprise Architecture Requirements. - Deleted

29. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability - Deleted
3. Errors and Omissions liability - Deleted
4. Fiduciary liability - Deleted
5. Valuable Papers coverage - Deleted
6. Surety or Fidelity Bond(s) - Deleted
7. Cyber Liability - Deleted

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be

canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

30. Key Person(s). – Deleted

31. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

32. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

33. Minority and Women's Business Enterprises Compliance. - Deleted

34. Nondiscrimination.
Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

B. Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

35. Notice to Parties.

A. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

i. Notices to the State shall be sent to:

Executive Director of Contracts and Procurement
Indiana Bureau of Motor Vehicles
100 N. Senate Ave. RM430
Indianapolis, IN 46204
BMVContracts@bmv.IN.gov

ii. Notices to the Contractor shall be sent to:

Karen Raines
Office Manager
950 S. white River Pkwy W Dr.
Indianapolis, IN 46221
Accounting@hoaglinfinecatering.com

ii. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

B. As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana State Comptroller.

36. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Addendum, (2) the Form Contract, (3) Contractor's response to RFQ #340-87147, and (4) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

37. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

38. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

39. Penalties/Interest/Attorney's Fees. The State does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

40. Progress Reports. - Deleted

41. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

42. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

43. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

44. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

45. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

46. Termination for Convenience.

A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of Products, if any, or the rendering of Services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such Products and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.

B. The Contractor shall be compensated for Products properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for Products delivered or Services performed after the effective date of termination. The Contractor and the State shall agree on the amount of payment for such Products delivered and accepted and for the protection and preservation of the property. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. The Contractor shall be compensated for Products properly delivered and Services provided in accordance with this Contract, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such Products or Services were canceled only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.

C. For the purposes of this paragraph, the parties stipulate and agree that the IDOA shall also be deemed to be a party to this Contract with authority to terminate the same for convenience, when such termination is determined by the Commissioner to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Termination for Default

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor fails to:

i. correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days, if the State determines progress is being made and the extension is agreed to by the parties;

ii. deliver the Products, if any, or perform the Services within the time specified in this Contract or any extension thereof;

iii. make progress so as to endanger performance of this Contract; or

iv. perform any of the other provisions of this Contract.

In connection with the delivery of such notice, the State shall send a copy thereof to the Commissioner.

B. If the State terminates this Contract, in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, products, if any, or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those products or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for Products properly delivered, if any, and Services accepted. The Contractor and the State shall agree on the amount of payment for Products delivered and accepted and for the protection and preservation of the property. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders. The Contractor shall be compensated for Products properly delivered and Services herein provided, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such Products or Services were canceled only in part prior to the original termination date.

D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

48. **Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Indiana Department of Administration Travel Policy and Procedures in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with Travel Policy guidelines.

49. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

50. **Warranty.** The Contractor warrants and guarantees that the Services and Products provided pursuant to this Contract shall conform in all material respects with the specifications set forth in the Form Contract, and will be: (A) free of any claim of infringement, misappropriation,

unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services and delivery of Products. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the Contractor, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the Completion of Services to determine any work not in compliance with the Contract. The Contractor shall correct such non-complying work prior to the expiration of the one-year warranty.

51. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

52. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current State of Indiana SCM Template) in any way except as follows:

14. Continuity of Services. *Deleted*.
27. Indiana Veteran Owned Small Business Enterprise Compliance. *Deleted*.
28. Information Technology Enterprise Architecture Requirements. *Deleted*.
29. Insurance. *Modified*.
30. Key Person(s). *Deleted*.
33. Minority and Women's Business Enterprises Compliance. *Deleted*.
34. Nondiscrimination. *Modified*.
40. Progress Reports. *Deleted*.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

BILTWELL EVENT CENTER INC	Indiana Bureau of Motor Vehicles Commission
By: Signed by: Karen Raines E53509CAEB40472...	By: Signed by: Kevin M. Garvey 5A3DF8105F15408...
Title: Office Manager	Title: Commissioner
Date: 5/6/2026 | 14:17 EDT	Date: 5/6/2026 | 19:18 EDT

Form Contract

BILTWELL
EVENT CENTER

Date Reservation Venue Contract

Event Name	Client/Organization	Event Date	Planner	Pln Guests
BMV Branch Manager Meeting	Bureau of Motor Vehic	10/28/2026 (Wed)	Karen Raines	160

Client/Organization	Theme	Category	Event #
Bureau of Motor Vehicles	Meeting	Venue Only	E09492

Booking Contact	Booking Email	Address	City, St/Prov Postal
Karla Winkler	kwinkler@bmv.in.gov	100 N Senate Ave	Indianapolis , IN 46204

Venue

Banquet Room	Description	Setup Style	Staff Arrival	Guest Ready	Start	End	Date
Gallery 1922 & Grand Hall	Venue Only		9:00 am	NA	11:45 am	6:30 pm	10/28/2026-Wed

Site Name	Site Address	Site Telephone
Biltwell Event Center	950 S. White River Pkwy West Drive, Indianapolis, IN 46221	(317) 916-6000

Venue

Banquet Room	Description	Setup Style	Staff Arrival	Guest Ready	Start	End	Date
Gallery 1922 & Grand Hall	Venue Only		9:00 am	NA	8:00 am	5:00 pm	10/29/2026-Thu

Site Name	Site Address	Site Telephone
Biltwell Event Center	950 S. White River Pkwy West Drive, Indianapolis, IN 46221	(317) 916-6000

Venue

Banquet Room	Description	Setup Style	Staff Arrival	Guest Ready	Start	End	Date
Gallery 1922 & Grand Hall	Venue Only		9:00 am	NA	8:00 am	1:00 pm	10/30/2026-Fri

Site Name	Site Address	Site Telephone
Biltwell Event Center	950 S. White River Pkwy West Drive, Indianapolis, IN 46221	(317) 916-6000

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	:sign Services	Total
Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	$0.00	$0.00	$15,000.00
Total	$0.00	$0.00	$0.00	$0.00	$0.00	$15,000.00	$0.00	$0.00	$15,000.00

SECTION I - FACILITY

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1. PARTIES: The parties to this Agreement are ___________________ (hereinafter occasionally: CLIENT) and BILTWELL Event Center, Inc. (hereinafter to be referred as BILTWELL).
Terms and Conditions: The following terms and conditions govern the above event and may not be modified except in advance and in writing signed by CLIENT and a management level representative of BILTWELL.

2. RENTAL AND FEES: Venue rental use of contracted space is from 9:00 am through midnight on the day of your event.

3. VENUE DEPOSITS AND PAYMENTS: The CLIENT agrees to pay a non-refundable deposit to hold the venue for the contracted date in an amount equal to fifty percent of the total balance on the date this agreement is signed. The remaining balance due for the event must be paid in full thirty (30) days prior to the event. Payments may be in the form of personal check or by credit card. Full payment is due with signed contract if event is taking place within ninety (90) days. In cases where special rates are approved then payment in full will be required at time of contract signing. All credit card transactions are subject to a four percent (4%) convenience fee of the amount being charged to the credit card and CLIENT agrees to allow BILTWELL to retain CLIENT'S credit card information and use as against future CLIENT charges. This fee will be applied at time of payment. We will waive the convenience fee for a deposit being made via credit card (up to a five thousand dollar deposit). A ten percent (10%) convenience fee will be applied to any balance remaining unpaid fourteen (14) days prior to the event and said payment must be made in the form of a certified cashier's check. Following written notice from BILTWELL, CLIENT's failure to make all required payments in a timely fashion shall be deemed cancellation by CLIENT of the event. If CLIENT cancels the event the deposit will not be refunded, and the event date will no longer be reserved for CLIENT's event. To the extent that there are additional charges (*e.g.*, additional labor) post event; CLIENT agrees to pay BILTWELL such additional charges within seven (7) days of the event date. If not paid within that time, then CLIENT hereby authorizes BILTWELL to charge said amount plus four percent (4%) convenience fee to CLIENT'S charge card on file. Tax exemption organizations must furnish a proper certificate of exemption to BILTWELL to accompany signed booking agreement.

4. CANCELLATION/DATE CHANGE POLICY: If CLIENT cancels their event within ninety days of the contracted event date all monies paid will be forfeited and event will not be rescheduled.. Only in the event CLIENT is current on all contractual obligations may CLIENT seek BILTWELL'S permission to change the date of CLIENT'S event. In such a case, CLIENT must immediately notify BILTWELL in writing of CLIENT'S cancellation of CLIENT'S existing event date and request to schedule a new event date. Upon receipt of such notice, BILTWELL is immediately free to assign CLIENT'S event date to another with no further obligation to CLIENT as to that event date. BILTWELL will use commercially reasonable efforts to secure a new event date acceptable to CLIENT and BILTWELL; if that occurs then CLIENT'S event will be rescheduled to the new event date with CLIENT's paying any additional costs and expenses attributable to CLIENT'S rescheduling. If the parties are unable to secure a new event date acceptable to CLIENT and BILTWELL, then the parties' Agreement is terminated with CLIENT'S forfeiting all funds paid BILTWELL as agreed compensation to BILTWELL for its detrimental reliance except in the case of a force majeure as defined below.

5. CEREMONY REHEARSAL: CLIENT is welcome to use BILTWELL for a two (2) hour ceremony rehearsal one (1) day prior to the contracted wedding date, providing the ceremony rehearsal time is pre-approved by BILTWELL and rehearsal does not interfere with or affect other events then occurring.

SECTION II - CATERING

If food and/or beverage service is a component of CLIENT'S event, then the following additional Agreement provisions shall apply.

6. FOOD SERVICE: Food and or beverage not provided by BILTWELL is not permitted on BILTWELL premises; this prohibition applies to clients & guests including, without limitation such areas as bridal and groom suites and the parking lot . Client may have a licensed bakery to provide their special event cake.

7. PRICING: Pricing on items including but not limited to; food, alcohol, beverage, linen, rentals, staffing, and package pricing is subject to change at any time without notice. Items agreed to in signed date reservation contract will be honored by Biltwell Food & Beverage. Changes made by client to items including but not limited to; food, alcohol, beverage, linen, rentals, staffing and package selections will be subject to current pricing at the time said changes are made.

8. BEVERAGE SERVICE: All beverage service must be provided through the BILTWELL Events where alcoholic beverages are served food must also be served through the BILTWEL. Neither CLIENT nor CLIENT'S attendees may bring to BILTWELL beverage items for consumption (this includes any/all outlying areas of the property/parking lot). To the extent applicable and approved by BILTWELL, donated alcohol may not be removed from the BILTWELL premises after the event but instead may be picked up by CLIENT on the following business day at a location to be designated by BILTWELL – all to be in compliance with Indiana alcoholic beverage laws. Any time BILTWELL determines alcohol consumption to be excessive, BILTWELL has the authority to close down all alcohol service and/or evict inebriated guests from the premises. All bar stations will be shut down thirty (30) minutes prior to event's conclusion. Alcohol may not be served to minors. At all times this Agreement is subject to the applicable State of Indiana rules and regulations then in effect for alcoholic beverages and to the extent those rules shall have changed in the future then this Agreement automatically shall be modified so as to be in full conformity therewith.

9. GUEST COUNT: A guaranteed minimum guest count is required thirty (30) business days prior to the event in addition to placing a credit card on file. After this date, but up to fourteen (14) business days of the event, your guest count may increase but not decrease. Additional guest count increases may not exceed 2% of the final guest count given thirty (30) business days prior to the event. If the increase exceeds over 2% of the final guest count, it may be billed at a rate of 1 and ½ times the inclusive per guest price. Increases in the guest count within three (3) business days of the event may be billed at a rate of 1 and ½ times the inclusive per guest price.

10. PAYMENT: The total estimated balance due for the event must be paid in full thirty (30) days before your scheduled event takes place. Payments may be in the form of personal check or by credit card. A four percent (4%) transaction fee will be applied to the total balance for all payments made via credit card. This fee will be applied at time of payment. A ten percent (10%) convenience fee will be applied to any balance remaining unpaid (14) days prior to the event and said payment must be made in the form of a certified cashier's check. Failure to make all required payments in a timely fashion shall be deemed cancellation by client of the event. To the extent that there are additional charges (*e.g.*, additional labor, meals, etc.) post event; client agrees to pay Biltwell Food & Beverage such additional charges within seven (7) days of the event date. A twenty percent (20%) convenience fee will be applied to any balance remaining unpaid seven (7) days following the event. Consent to charge the client's credit card on file for any outstanding balance remaining and applied convenience fees is given to Biltwell Food & Beverage at the time that the Date Reservation Contract is signed. Costs of collection, including reasonable attorney's fees will be paid by the client in the event any sums due hereunder are not timely paid. All payments made are non-refundable unless otherwise stated here: ___________________.

SECTION III - MISCELLANEOUS PROVISIONS

11. EVENT VENUE: BILTWELL is not responsible for loss or damage to any property brought into or left on premise by CLIENT and/or CLIENT'S attendees. CLIENT is personally responsible for any/all damage done to BILTWELL'S property (including without limitation facility, rooms, and equipment) by both CLIENT and CLIENT'S attendees. BILTWELL Event Center shall be entitled to arrange for any necessary repairs at CLEINT(S) expense and repair costs will be assessed to CLIENT(S). CLIENT(S) shall reimburse BILTWELL Event Center for any such repairs within seven (7) days of receipt of BILTWELL Event Center's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred. CLIENT, CLIENT'S attendees and permitted vendors are subject to BILTWELL'S policies and procedures. All outside vendors must schedule deliveries, set ups and the like through BILTWELL'S management. BILTWELL must review and approve all proposed logistical plans for the use of BILTWELL premises a minimum of fourteen (14) days prior to CLIENT'S event date.

12. CONDITION AND USE OF PREMISES: CLIENT'S event venue is provided and accepted on an "as-is" basis. CLIENT shall leave the premises in the same or similar condition as when CLIENT entered, ordinary wear and tear excepted. Event planners, wedding coordinators, and vendors who are involved in CLIENT'S event planning must be aware of these general regulations and are invited to contact BILTWELL with specific questions.

Candles: All candles must be approved by BILTWELL Event Center. All candles must be contained or enclosed due to and in compliance with city fire code regulations.

Decorations: All decorations must be approved by BILTWELL. All decorations must be removed, without leaving damage, directly following the departure of the last attendee unless special arrangements have been made in advance between the CLIENT and BILTWELL. The only adhesive material allowed on the walls/pillars is drafting tape which will not damage surfaces. All other decoration must be free-standing unless previously approved by BILTWELL. Nails and staples are not permitted. Rice, glitter, bird seed, confetti, fog machines, and pyrotechnics are not permitted inside or outside BILTWELL.

13. SECURITY: Security will be required for all events where alcohol is served; BILTWELL, in accordance with its policies, may require additional security based on the number of event attendees. This service is non-negotiable. Cost of this service will be charged to the CLIENT(S) at a rate of $70/hour per security guard. One security guard is included in the cost of the venue rental. If additional security is needed due to the type or size of your event you will be charged $70 per hour for the additional security guard.

14. RIGHT OF ENTRY: In granting the license for use of the contracted space BILTWELL retains the right to enforce all necessary and proper rules for the management and operation of the premises to be used in a safe and lawful manner. BILTWELL has the right to enter the any space at any time, for any purpose, including without limitation, to confirm compliance with this Agreement and/or to deal with any exigency that may affect the CLIENT, attendees, or others.

15. DAMAGE TO EVENT SPACE: If CLIENT'S event space is damaged or otherwise unavailable because of unforeseen causes beyond BILTWELL'S control (including, but not limited to, Acts of God, war, riots, strikes, fire, flood, epidemics, quarantines, lack of utilities, severe weather, or other factor that in the sole discretion of BILTWELL make the event space unusable or unsafe for CLIENT'S event) then this Agreement shall terminate. In such an event, CLIENT'S deposit and any other fees paid will be returned to CLIENT and CLIENT waives all rights to any/all claims for damage or loss CLIENT may have against BILTWELL.

16. SMOKING: BILTWELL Event Center is a NON-SMOKING venue. Smoking is permitted in designated areas outside the venue only.

17. INSURANCE: CLIENT(S) shall maintain COMMERCIAL GENERAL LIABILITY INSURANCE or obtain a rider to their homeowners insurance policy in an amount not less than $1,000,000 combined single limit for the bodily injury, property damage and liquor liability insurance. Said insurance shall name BILTWELL EVENT CENTER INC as additional insured, a certificate of insurance with an endorsement must be provided thirty (30) days prior to the contracted event date.

18. BINDING AGREEMENT: CLIENT agrees to indemnify and hold BILTWELL (as well as its owners, management, employees, and agents) harmless from any/all losses and/or damages occasioned by the conduct of CLIENT and/or CLIENT'S attendees – whether occurring to person(s) or property without limitation. This indemnification also includes any/all costs of defense (e.g., attorney's fees, deposition costs, expert witness fees).
Signatures below indicate each party has read, understood, and agreed to the terms of this Agreement and intends to be fully bound by those terms.

19. FORCE MAJEURE: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. In the event should any of the above happen both Biltwell Event Center and Hoaglin Fine Catering will work with clients to secure a new date for their event. All monies paid towards original events will be moved to another date if proper cancellation notice is given.

20. TAX EXEMPT
If Client is requesting taxes to be removed from their invoice it is the responsibility of the client to provide Biltwell Event Center a copy of their tax-exempt paperwork prior to the event taking place. It is the responsibility of the client to have the correct tax-exempt paperwork from the State of Indiana. If we have not received tax exempt paperwork prior to the event taking place taxes will not be removed. Biltwell is not responsible for helping the client obtain tax exempt paperwork. Biltwell is unable to accept tax exempt paperwork that is not current with applicable state laws. All tax-exempt paperwork must come from the Indiana Department of Revenue in order to have taxes removed per state laws.

CLIENT:

Signature ____________________ Date ____________________

BILTWELL EVENT CENTER, INC.:

E09492 - Bureau of Motor Vehicles

_______________________________ Dated: ____________________