

Pioneer Plaza Event Application

Date Submitted: _____ An event contract from the F.S.M.A. will be executed upon receipt of this application provided the date is available and event is approved by F.S.M.A.

Submit Application to: DiscoverFountainSquare@gmail.com OR 1104 Shelby Street Indianapolis 46203

- All activities supported by the F.S.M.A. to be held at the Pioneer Plaza are directed around a family atmosphere.
- All event Sponsors and participants are to conduct themselves and their events in a manner that compliments a family environment; inappropriate language, excessive drinking,; nudity will not be tolerated.
- **Clean up and Trash Removal** is the responsibility of the event organization, trash containers are to be provided by event organizer.
- **NO VEHICULAR Parking on the Plaza.**
- No food, alcohol or retail sales will be allowed directly within the boundaries of the Plaza. (Alcohol sales are strictly regulated in the State of Indiana.)
- Event Permits for public gatherings of 100 or more may be required by the department of Code Enforcement, City of Indianapolis.
- One Portable Toilet is required for every 200 event attendees.
- Liability Insurance is required naming the Fountain Square Merchants Association as additional insured.
- Tent poles must be weighted above the ground, no stakes can be driven in to Plaza surface.
- Event equipment is the sole responsibility of the Event Organization/Management.

Fee for Plaza Rental is as follows:

- 1 - 4 hours rental \$100.00 4 - 8 hours \$200.00 8 - 12 hours \$300.00

Please Note: Due to City noise ordinance, event must be completed by 10:00pm Sunday -Thursday; 11:00pm Friday & Saturday.

Event Day: _____ Date: _____

Name and brief explanation of Event _____

Estimated Total Attendance: _____ Load in Time: _____ Start Time: _____ End Time: _____

Electricity needed: Yes No F.S.M.A. provides electrical access only.

Event Contact 1: _____

Email _____ Cell# _____

Event Contact 2: _____

Email _____ Cell# _____

Event contact / Applicant Signature _____

Mailing Address: _____

_____ ST _____ Zip _____

If the Event Application is accepted by the FSMA, a Plaza Event Agreement must be signed and submitted with payment and proof of insurance to the FSMA for approval signature.

Fountain Square Merchants Association Plaza Event Agreement

This agreement applies to all events will be held outdoors at the Plaza at 1104 Shelby Street in Fountain Square.

1. Agreement made this _____ day of _____ between _____ (Event Organizer) and Fountain Square Merchants Association.
2. Date of Engagement: _____
3. Starting Time: Event to begin at _____ event ending time of _____
Load in Time: _____ Load out time: _____

4. Event Name: _____ Estimated Attendance: _____
Event Organizer is an independent contractor and shall at all times have complete supervision, direction and control over the services of its personnel on this engagement and expressly reserves the right to control the matter, means and detail of the event of services to fulfill this contractual agreement. The Fountain Square Merchants Association reserves the right to maintain the volume of the event at a level that does not disrupt other functions or business occurring within the facility. The Fountain Square Merchants Association reserves the right to cancel the event due to weather emergency or as required by the City of Indianapolis.

5. Plaza Usage Fee: \$100.00 per 1-4 hour _____ \$200.00 4-8 hours _____ \$300.00 8-12 hours _____. Please note: this contract does not guarantee exclusive use of the plaza, which is a public plaza, but FSMA does provide access to the electrical power for use during your event. Event Organizer can provide signage stating you have secured use of the plaza on your contracted date. Fee is Payable to: **Fountain Square Merchants Association, 1104 Shelby Street, Indpls, Indiana 46203**
6. Certificate of Liability Insurance for \$1,000,000.00 is required naming Fountain Square Merchants Association as additional insured.
7. No food, alcohol or retail sales will be allowed directly within in the boundaries of the Plaza.
8. Noise: All city codes apply; event must be completed by 10pm Sunday - Thursday and 11pm Friday & Saturday.
9. Special Provisions and Permits: Special permits are required from the City of Indianapolis for event with public attendance over 100. Portable toilets are required at rate of 1 per 200 event attendees, unless other arrangements can be made for restroom use by nearby businesses. Please note any other related information that could affect adjacent merchants and/or property owners: _____

10. All activities supported by the Fountain Square Merchants Association to be held at the Pioneer Plaza are directed around a family atmosphere. All Event Sponsors are requested to conduct themselves and their events in a manner that compliments a family atmosphere. Inappropriate language, excessive drinking or nudity will not be tolerated. Please be sure that all event members and performers are aware of this policy.
11. Plaza rental payment is nonrefundable, events are considered to take place rain or shine.
12. ARBITRATION OF CONTROVERSIES: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled in accordance with the rules of the American Arbitration Association or in a court of law; and judgment upon the award rendered by the Arbitrator (s) shall be binding on the parties in ay court have jurisdiction thereof.
13. If any of the provisions hereof are determined to be void by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
14. Venue: Proper venue for all disputes arising out of this contract shall be in Marion County, Indiana.
15. We, the undersigned, acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract. Commencement of engagement, together with physical delivery of this contract, is deemed to be an acceptance of all terms.

CONTRACT MUST BE RETURNED IN FOURTEEN (14) DAYS OR FOUNTAIN SQUARE MERCHANTS ASSOCIATION RESERVES THE RIGHT TO CANCEL.

Event Organizer Signature : _____ Date: _____

Address: _____

Phone _____ Email: _____

Signature: _____ Date: _____

Fountain Square Merchants Association, 1104 Shelby Street, Indianapolis, IN 46203 Email: DiscoverFountainSquare@gmail.com