

MONTGOMERY COUNTY CULTURAL FOUNDATION

Rotary Jail Museum and Tannenbaum Cultural Center Facilities and Grounds Use Policies

The Rotary Jail Museum is listed on the National Register of Historic Places and in the Historic American Engineering Record. The museum is owned and operated by the Montgomery County Cultural Foundation, Inc. (MCCF), a 501(c)(3) non-profit corporation. The following policies were written and approved by the MCCF Board of Directors to protect the integrity of the buildings and grounds.

The following are policies of the MCCF regulating the rental/use of the facilities and grounds of MCCF. Properties in reference are all inclusive; the Rotary Jail Museum, Tannenbaum Cultural Center, 107 W Spring Street, Crawfordsville, Indiana 47933, 225 N Washington Street, Crawfordsville, Indiana 47933, and all physical grounds, yard, environment, fixtures, facilities, buildings, that they encompass. Any individual, group, organization, or corporation, further known throughout the document as “Renter”, is eligible to apply for use of the Rotary Jail Museum and/or the Tannenbaum Cultural Center. The terms, conditions, guidelines, and rules presented and set forth in this document are agreed upon by any party occupying any space belonging to the Montgomery County Cultural Foundation, regardless of reason or duration of time. Occupying such space, as any owned, operated, or belonging to the Montgomery County Cultural Foundation is, in itself, a binding agreement of all policies, procedures, terms, conditions, guidelines, and rules presented and set forth in this document.

Use of any space belonging to the Montgomery County Cultural Foundation may not, however, be part of a for-profit or fundraising event unless a request is submitted in writing detailing the proposed event and prior approval is granted by the Executive Director of the MCCF. The MCCF reserves the right to deny the use of, or continued use of its facilities to any Renter that does not comply with the policies stated herein, or at the discretion of their staff for no reason stated, and without explanation of such denial of use. Rental of a facility does not include chairs, tables, tents or other event related materials unless such use is separately stated and contracted for. While the storage of MCCF tables, chairs, and other related materials are stored in the Tannenbaum Cultural Center, and generally available for use, the MCCF guarantees no minimum, or specific quantities of accessible resources to any Renter, at any time, for any specific or nonspecific reason. The Renter is financially responsible for the repair of, or replacement of, property incurring any damages as a result of the Renter or the Renter’s attending parties intentional or unintentional negligence. Renter shall accept the facility, property, grounds, and resources “as is”, and agree to return the facility/grounds to MCCF to the same or better condition as released to the Renter at the start time of their (the Renter’s) rental. The facility shall be available for use according to the agreed upon rental schedule between the Renter and the Montgomery County Cultural Foundation, furthermore, **the facility will be vacated according to above stated schedule, undamaged, broom-clean, wet-mopped, and with all trash generated by its use removed entirely from the facilities and grounds. The Renter further agrees to wipe down and remove any and all spills, restrooms messes, food and beverages messes, debris, decorations, utensils, food, beverage, containers, and any other items not listed but not present prior to the entry of such items onto the grounds by any person or Renter who is not an employee or representative of the Montgomery County Cultural Foundation. The**

Renter agrees that property, fixtures, devices, and technology belonging to the Montgomery County Cultural Foundation, it's staff, volunteers, and representatives, will not be removed from the property, and will withstand no damage as a result of the Renter, or the Renter's attending parties intentional or unintentional negligence. The Renter and/or their attending parties will not damage the facility structure or physical integrity in any way, this includes but is not limited to the use of nails, screws, adhesives, paint, dye, string, rope, cleaning products, chemicals, knives, cutting utensils, eating utensils, food and beverage, or any product or item that will damage, compromise, or alter the appearance or structure of any Montgomery County Cultural Property.

Restrictions on Use: The facilities/grounds will not be authorized for use if the Executive Director or a museum representative determines that the proposed activity would unduly disturb the environmental, biological, ecological, archeological or historical characteristics of the area. All uses must be consistent with such characteristics of the area and its related collections. Use must not detract from the public image of the Rotary Jail Museum and the Tannenbaum Center and must be in accordance with the property's specific procedural guidelines. Renter shall not rotate or allow anyone other than those authorized by MCCF to rotate the rotary jail cells during renter's use of the facility. Access to any facility or space owned and operated by the Montgomery County Cultural Foundation is separate and not all inclusive. Access to the grounds is not permitted for any reason except to reasonably accommodate entry into and out of the Tannenbaum Cultural Center. The yard is not available to the Renter or attendees, furthermore, use of the yard and grounds without the consent of the Executive Director, or Montgomery County Cultural Foundation board of directors, is strictly prohibited. Maximum occupancy for the facilities is as follows:

For the Rotary Jail Museum 50

For the Tannenbaum Cultural Center 64

Alcohol: Alcohol may not be served by the renter unless provided by a licensed caterer. Alcoholic beverages may be served only if food is served and must be done in accordance with all applicable laws. Alcohol may be served in the facilities only after the Renter has closed their event to the public. If alcohol is present; an off-duty police officer must be provided by the renter and must be on property, and monitoring throughout the event, the renter shall also provide a copy of the proper serving licensing requirements set forth by the state of Indiana, a permit for consumption, and liability insurance to cover all possible damages incurred as a result of such use. All costs and liabilities associated with providing alcohol will be the responsibility of the Renter.

Cancellation: If the event is cancelled at least 30 days prior to the event date, all fees will be refunded. If the event is cancelled more than 15 days but less than 30 days prior to the reserved date, the deposit will not be refunded. Events cancelled less than 15 days prior to the event date will not be refunded any part of the total rental fees. Any renter dismissed or ejected from the property as a result of negligence, or a violation of any policies found on this document by a representative, staff member, or board member representing the Montgomery County Cultural Foundation, shall be charged and responsible for, without discrimination, the full amount of the rental fees and deposit in addition to any charges incurred by damaged parties and property, the Renter will be charged for any citations, fines, attorneys fees, medical fees, and liabilities in

relation to such negligence or violation of policies.

Catering: Any caterer who will serve alcoholic beverages must provide proof of state license and all documentation required by local and state rules, regulations, and laws. The caterer, as well as the Renter, shall be specifically responsible for adherence to the Facilities and Grounds Use Policies and their applicable guidelines to local and state rules, regulations, and laws. The operating/business name(s) of the caterer(s), vendor(s), and/or service provider(s) hired and contracted for services and/or goods by the Renter for use or consumption at the relevant event, shall be submitted to the Executive Director at least fourteen (14) days prior to the event. As well as the nature of the businesses and/or persons providing services and/or goods.

Decorations: In an effort to protect the integrity of the exhibits and site, the Executive Director or museum representative must approve all decorations prior to an event set up. Use of nails, staples, carpet tape, masking tape and any other adhesive is prohibited in the museum, or on any permanent fixtures in, on, or around the grounds and facilities owned and operated by the Montgomery County Cultural Foundation. Temporary adhesive tape such as masking tape may be used on the brick walls in the Tannenbaum Cultural Center to secure decorations provided it does not cause any damage and that it is removed by the Renter immediately following the expiration of its use. Confetti, glitter, or any similar material is prohibited anywhere on the property. Birdseed and bubbles may only be used on the grounds but not inside the buildings or facilities. The renter's floral decorations must be treated to prevent the introduction of pests or insects into the indoor areas of the buildings. For outdoor events, no pyrotechnics, loud speakers, open flame, heating elements, fire, cooking elements, or flying objects are allowed at any time without express written permission of the Executive Director. **Helium balloons may be used but not released, balloons remaining in the facility, in any location will immediately result in the forfeiture of the full deposit, in addition; the renter may be responsible for any fees/costs associated with the removal of balloons stuck in/on/around ceiling fixtures, including, but not limited to lights, fans, beams, etc. If helium balloons left by a renter result in the damage of any equipment, fixtures, or property belonging to the Montgomery County Cultural Foundation, the renter whose name can be found both signed and printed on the rental application for the resulting event will be held liable for full replacement, including installation, warranties, and outside professional service charges of damaged property.** Decorations must be removed no later than one hour after the event is finished or by the end of the rental time. Tent placement must be approved by the Executive Director or MCCF representative before a tent is erected, ground stakes are not permitted for any reason.

Deliveries and Receiving: Prior approval of the Executive Director is required for all deliveries and pickups. No CODs will be accepted. Materials used during an event must be removed from the site by the conclusion of the agreed upon rental schedule at the end of each event. Deliveries, if approved, are restricted to small items that can be stored without impeding the activities of MCCF.

Hours of Operation: The Rotary Jail Museum is open to the public Wednesday through Saturday, March 1 through mid-December, from 10 a.m. – 3 p.m. Events in the Museum or on the Grounds may not begin prior to the site's closing time unless prior arrangements have been made

with the Executive Director.

Event Parking: Event parking is available only as city approved public on street parking. Use of any parking provided by, or owned by proximal neighbors, neighborhoods, private property, public works, or private business is strictly prohibited. Violation of this provision will result in the immediate ejection of the Renter and their parties and attendees from the grounds without refund. All damages, citations, fines, and fees associated with such violation will be entirely the responsibility of the Renter. All vehicles in violation of this policy will be towed at the owner's expense. The Montgomery County Cultural Foundation does not have access to or ownership of any parking grounds, facilities, or lots. The MCCF staff, volunteers, board of directors, and representatives do not encourage, promote, or condone the use of any parking spaces for Renters and/or their parties, and/or their attendees. The only acknowledged available parking is on-street. NO EXCEPTIONS.

Inclement Weather: Events may be held outdoors. In the case that an event is cancelled due to weather, the Executive Director or museum representative will work with the renter to reschedule a date for the event. If it is not possible to reschedule, the guarantee deposit will be retained; and the remaining fees paid will be reimbursed in full.

Indemnification: The sponsoring organization or individual (Renter) shall be responsible for any and all injury, loss, expense, or damage resulting from or caused by its use of the facilities/grounds and shall release MCCF and its members, officers, directors, staff, volunteers, agents, and contractors and indemnify and hold them harmless from any liability or responsibility for such injury, loss, expense, or damage.

Late Use: All facilities must be vacated by the end of the agreed upon rental schedule, as scheduled. If the event extends beyond this limit and the Renter retains use of the grounds or facilities beyond the agreed upon schedule, an addition fee of no less than \$25 and no greater than \$100 per the discretion of the Executive Director will be charged for every 15 minute block exceeding the agreed upon rental conclusion per the rental agreement.

Media and Promotion: The renter shall neither sell nor distribute anything of value without the prior consent of the Executive Director. The renter agrees to submit any information, including programs and invitations, containing the Montgomery County Cultural Foundation, the Tannenbaum Cultural Center, or the Rotary Jail Museum image or logo to the Executive Director or museum representative for approval prior to printing or airing. Media coverage of any event must be approved by the Executive Director or representative **prior to** the event and shall adhere to the following:

- Renter will assign a designated individual to accommodate media.
- Renter will escort members of the media at all times while on site.
 - Media are not permitted in the public areas of the Rotary Jail Museum unless prior arrangements have been made with the Executive Director. A MCCF staff member must be present for all media sessions that take place at the Rotary Jail Museum.

Renter shall not disseminate to members of the public any photographs, videos, or other images of the MCCF facilities and grounds that indicate by actual image or inference the facilities at which they were taken or recorded without the prior written approval of MCCF. Such permission may be conditioned upon a preview of the images by MCCF and/or the granting to MCCF of a license to use the image(s) in advertisements, promotions, or programming of MCCF.

Photography: Photography is permitted only in designated areas of the Rotary Jail Museum and Tannenbaum Cultural Center. The renter may not take photographs or use any museum photos for commercial use without the prior written consent of the Executive Director. The use of flash photography or tripods is not permitted in the buildings without express permission.

Public Assembly: An organization or individual must obtain written approval and a Facilities and Grounds Use Agreement to conduct a public meeting, parade, demonstration, or public ceremony on MCCF property.

Signage: Signage to be placed within the facilities or on the grounds requires advance approval by the Executive Director.

Smoking and Drug use: Smoking and drug use is not permitted on any property belonging to the MCCF. This includes the use of vaping devices.

Special Needs: Renter shall make the Executive Director aware in advance of any special accommodations that are needed during the event. MCCF staff shall take reasonable steps to provide such accommodations.

Classroom/Tannenbaum Center Use: Persons and/or organizations using the darkroom, Arts Classroom, or the Tannenbaum Center must submit a plan for use of the facilities and/or any equipment to the Executive Director in advance for approval.

Fees for Rental: Fees shall be charged for use of the facilities and/or grounds as set forth shall be paid in advance and prior to facilities or grounds use. Renter shall pay such fees. Failure to pay fees when due or a check returned for non-payment or a declined form of payment will result in cancellation of the renter's use of the facilities.

Violation: A violation of any part of these policies as outlined, or at the discrimination for other violations, injuries, damages, or insult as recognized by the MCCF, its Executive Director, board, volunteers, representatives, or staff will result in the cancellation or termination of any current or future occupancy in any form on any property owned or operated by the Montgomery County Cultural Foundation by the violating party, parties, individuals, businesses, Renter, Renters, occupant, or occupants. Representatives of the Montgomery County Cultural Foundation reserve the right to at any time refuse service or occupancy to any individual or entity for any reason, with or without explanation.

**MONTGOMERY COUNTY CULTURAL FOUNDATION
Rotary Jail Museum and Tannenbaum Cultural Center
Facilities and Grounds Use Fee Schedule**

Rotary Jail / Sheriff's Residence Terms and fees to be determined Elizabeth
Sharpless Creative Arts by MCCF Board of Directors Classroom

Tannenbaum Cultural Center \$50 for use + \$30 for each hour

Grounds Use Fee \$50 for grounds use added to a Tannenbaum Cultural Center rental lasting no
more than 4 hours
\$100 per day up to 8 hours
\$125 per day for more than 8 hours

Rental time is for the entire length of time the facility is reserved, including set-up time and clean-up time.

Damage/Cleaning Fee if Required for Use: This fee will be refunded within 30 days to renter by picking up the check after the event if there is no damage resulting from rental activity, and no cleaning is required. If renter does not pick up the deposit check within 30 days from the Rotary Jail Museum within posted business hours, and has not made arrangements to hold the check for a designated extended period, the deposit check will be destroyed. Please make this deposit fee a separate check from the rental fee. Payment preference and method is subject to change and may require a digital payment or credit card.

Guarantee Deposit and Total Rental Fee: The rental fee, and the cleaning deposit if required, are due at the time application is made to reserve the date. If changes are made to the rental the balance is due no later than the last museum business day prior to the event unless further arrangements have been made and approved.

EXHIBIT B

MONTGOMERY COUNTY CULTURAL FOUNDATION Rotary Jail Museum and Tannenbaum Cultural Center Facilities and Grounds Use Fee Schedule Paranormal Investigations

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For groups up to 35 people

Night rentals of Rotary Jail Museum
(events beginning 6:00 p.m. or later)

Without Certificate of Insurance \$500.00 for 4-8 hours maximum (ending no later than 4 a.m.)
for up to 8 investigators; each additional investigator \$60.00 each
\$60.00/hr. additional rental hours for group (whole or partial hour)

Damage/Cleaning Deposit if Required for Use: This fee will be refunded within 30 days after the event if there is no damage resulting from rental activity and no cleaning is required. Please make this deposit a separate check. Payment preference or requirement is subject to change and may require a credit card.

Guarantee Deposit of Total Rental Fee: Due at the time application is made. The total rental fees are required in advance to reserve the date. The fee due is for the hours and number of investigators reserved. Please note that there are no refunds if: 1) fewer investigators attend than originally planned, and/or 2) the group leaves earlier than scheduled, and/or 3) the group cancels within 15 calendar days of the scheduled event.

The adjusted balance is due when the group arrives on the night of the reservation.

Use of the facility begins with a tour. Please keep in mind that the historic rotary jail portion of the building does not have functional air-conditioning or heat. Please dress accordingly. The Tannenbaum Cultural Center is the staging area and may or may not be available to you - with electrical outlets, tables/chairs, an accessible restroom, a refrigerator and microwave, heat and air-conditioning.

Additional Fees

The Renter is responsible for additional basic fees charged for failure to comply with the discharge instructions for the end of a rental.

Leaving the building unlocked - \$100

Leaving the facility lights on - \$25

Not removing trash from the interior of the facility - \$10 per bag

Failure to properly dispose of trash in the provided exterior trash receptacle(s) - \$25 per bag

Leaving trash outside of a provided receptacle, or on the ground - \$25 per bag

Failure to remove balloon(s) from facility - \$100

Failure to remove food from facility - \$25

Failure to sweep/mop (when necessary to leave the facility in the same condition in which it was found - \$50

Failure to properly wipe down the bathroom, kitchen, main room counters and/or fixtures - \$25 per room

These fees are separate from charges that may be incurred as a result of damage for neglect to the property caused by the Renter.