

FREEMASONS HALL - EVENT FACILITY AND CATERING CONTRACT

216 EAST WASHINGTON BLVD ■ FORT WAYNE, IN 46802

DURABLE BLANKET AGREEMENT

Catering Company: _____

Address: _____ City: _____ St: _____

Phone: _____ Email: _____

1. Catering Requirements:

1.1 Outside Caterers

Outside catering services may provide services at the Freemasons Hall subject to approval by Freemasons Hall. Approval criteria will include, at a minimum, general reputation, ability to provide the services contemplated which include the following: insurance requirements, proof of insurance, and experience. Approval is at the sole discretion of the Freemasons Hall. Any company not so approved and authorized may not provide services at the Freemasons Hall. The following must be provided in addition to carrying the insurance required:

- Annual health department permit
- Annual retailer permit for alcohol
- W9 Form
- Insurance Rider (details provided in subsections 1.3 and 3.6)

Caterers must check out with Freemasons Hall employee in charge and perform a walk-through before leaving the premises.

1.2 Service Charge

You, as the caterer, will add a catering service charge of 15% to the total food and beverage bill, which you agree to pay over to Freemasons Hall. If the customer has any questions about the surcharge, please direct them to contact Freemasons Hall for clarification.

Copies of all invoices will need to be submitted to the Freemasons Hall with payment. This will include the cash bar and all catering and any additional fees.

Payments are to be made out to "Associated Masonic Trustees" and are due within 15 days of your event.

1.3 Alcohol

If serving alcohol, caterer must be licensed to service alcohol off premises and hold at least a \$1,000,000.00 commercial insurance package. The commercial insurance package must include liability, property, and dram shop/host liquor liability insurance coverages. The caterer's insurance policies shall include the Fort Wayne Associated Masonic Trustees and the Grand Lodge of Free and Accepted Masons of the State of Indiana as additional named insured's. The caterer must provide licensed bartenders.

1.4 Security

Security consisting of at least one police officer must be employed for the event. Fort Wayne Police or Allen County Sheriff are the only acceptable security. Freemasons Hall will contract security. If your contracted customer has contracted to have alcohol served you must notify Freemasons Hall at least thirty (30) days prior to the event so that security can be scheduled.

1.5 Approval

Our renters will deal exclusively with the caterer(s) that have been pre-approved by Freemasons Hall. It is the responsibility of the caterer to contact Freemasons Hall no later than 30 days prior to the scheduled event to submit all paperwork for approval.

2. Event Facilities Requirements

2.1 No Attachment

No item may be attached to floors, walls, ceilings, or any other areas of the event facilities by any method unless approved. Any violation of this policy will result in additional charges as determined at the discretion of Freemasons Hall and you agree to pay such charges.

2.2 Protection of Event Facilities

You are responsible for the protection of areas you are utilizing both during the preparation and continuation of your function. Damages or loss will be billed to you, regardless of how caused, and you agree to pay such charges.

2.3 Time Restrictions

You agree to vacate the event facility at the time specified in the Facility Rental Contract. Freemasons Hall reserves the right to stop or otherwise control the entertainment at its discretion. Any violation of these policies may result in additional charges and you agree to pay such charges.

2.4 Parking

Free facility parking on a first come first serve basis is available in the designated parking immediately to the west of Freemasons Hall, with a hangtag issued by Freemasons Hall. Additional parking may be available on-street or in the nearby parking garages, but that parking is not guaranteed by Freemasons Hall.

2.5 Trash

For catering of events outdoors and indoors, trash pick-up and removal is your responsibility. In the event the facility is left in an unacceptable manner, as determined by Freemasons Hall, facility will be cleaned by Freemasons Hall. The cost of such cleaning will be billed to you at current labor rates, and you agree to pay such charges.

2.6 Kitchen

Kitchen must be left in the same condition as found at start of the function. The kitchen can only be used for warming or the staging of food. Use of Freemasons Hall stoves and ranges for cooking is prohibited. If the kitchen is cleaned by a Freemasons Hall employee, you the caterer, will be billed at current labor rates, and you agree to pay such charges.

2.7 Special Equipment

Any special equipment must be approved by Freemasons Hall. Tents may not be attached by any method to asphalt or concrete surfaces. Freemasons Hall will not be responsible for items left on premises.

2.8 Smoking Policy

There is no smoking in any accommodation or public area. Smoking/vaping is permitted only outside the building.

2.9 Weapons

Weapons are not permitted at Freemasons Hall during public rental events.

3. Legal

3.1 Fidelity

You agree not to sell, assign, transfer, pledge, sublet, license, or in any manner dispose of this Contract or any estate or interest therein. In the event of breach or failure of either of the parties to perform any of the terms and conditions of this Contract due to insolvency, financial or otherwise, either party may cancel this Contract or any portion herein without notice and without becoming liable for any loss or damage which may be occasioned thereby.

3.2 Laws

You assume full responsibility with respect to applicable federal, state and municipal laws as they pertain to your conduct and that of your quests or invitees. This includes, but is not limited to contracted entertainment, licentious behavior and the service of alcoholic beverages to minors or obviously intoxicated persons.

3.3 Occurrences beyond the control of Freemasons Hall

If Freemasons Hall cannot supply catering or meeting facilities as a result of occurrences beyond the control of the Freemasons Hall (including, but not limited to, pandemic, labor disputes, public emergency, natural disasters, weather emergencies, or in its sole discretion), you waive any claim against Freemasons Hall for problems resulting from cancellation.

3.4 Liability

Freemasons Hall is not liable to Group for any losses, expenses, damages or injuries to persons, clients or property of Freemasons Hall or its clients which may be caused by the acts, negligence, omissions or faults of any persons, firms or entities except to the extent such injury, loss or damage results from negligence or willful misconduct of Freemasons Hall, its agents or employees.

3.5 Indemnity

You agree to indemnify, defend and hold Fort Wayne Masonic Temple, Freemasons Hall, the Associated Masonic Trustees and their affiliates, owners, officers, employees, and agents free and harmless from all claims, demands, liabilities and expenses arising out of:

- Any damage or destruction of property or injury or death to any individual arising out of your negligence or intentional misconduct or that of your guests and invitees, and
- Any enforcement of the Americans with Disabilities Act (ADA) as it relates to the operation of your function. You agree that you are responsible for ensuring compliance with this aspect of the ADA

3.6 Insurance

At the sole discretion of Freemasons Hall, you must provide, at your expense, liability insurance for events involving equipment including, but not necessarily limited to, athletic events, carnival-type games or attractions, and tenting. This insurance must be in an amount not less than \$1,000,000 and must name Fort Wayne Masonic Temple and Associated Masonic Trustees as additionally insured. A certificate evidencing insurance in accordance with this Section must be furnished to Freemasons Hall at least thirty (30) days prior to your event. Additional insurance may be required based on the type of event. Liability insurance must be in an amount not less than \$1,000,000.00.

3.7 Rules and Regulations

Freemasons Hall reserves the right to change any of its rules, regulations, or policies from time to time at its sole discretion and you agree to comply with such rules, regulations, and policies. Failure to comply strictly with such rules, regulations, and policies will result in removal of you and/or your guests or invitees. Freemasons Hall will not issue refunds and assumes no liability for removal in accordance with this section.

3.8 Entire Agreement

This contract contains the entire agreement between you and Freemasons Hall. Any other agreements either implied or verbal, not put in writing as an addendum to this agreement, are not binding in any manner.

3.9 Taxes

All federal, state and municipal taxes which may be imposed or applicable to this contract are in addition to the prices quoted and you shall pay them. Any group or function claiming tax exempt status must provide appropriate documentation for review and verification no later than thirty (30) days prior to the event.

3.10 Late Charges

You agree that any amounts not paid on the date due shall accrue interest at the compounded rate of 1.5% per month until paid in full and will be subject to additional collection and attorney fees which you agree to pay.

3.11 Durability

Parties agree that this agreement is in effect from the date of execution by both parties until such a time as it is cancelled in writing by one party or the other in accordance with the language contained in the other sections of this agreement. Caterer agrees that they will notify Freemasons Hall of changes in Insurance carrier or coverage as necessary and provide annual certificates of insurance in accordance with section 3.6 of this agreement. There is no need to renew this agreement for it to remain in effect.

3.11 Miscellaneous

If either party commences litigation under this contract, the prevailing party shall be entitled to recover actual attorney's fees and court and other costs incurred. If any party consists of more than one person or entity, the liability of each such person or entity shall be joint and several. This contract shall be construed and enforced in accordance with the laws of the State of Indiana. Time is of the essence to this contract.

I agree to abide by the rules and regulations of Freemasons Hall. I understand that Freemasons Hall assumes no responsibility for loss of money, jewelry or other valuables; and that Freemasons Hall is not responsible for contents left in automobile or accommodations.

I agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part of these charges and for any Freemasons Hall items missing following my use of the facility.

Signature - Authorized Individual: _____ Date: _____

Printed Name: _____ Title: _____

Freemasons Hall Authorized Representative: _____

Printed Name: _____ Date: _____