

Neal-Marshall Black Culture Center Terms and Conditions of Use

Any event held at the Neal-Marshall Black Culture Center must be conducted in accordance with the following policies, procedures, and terms. Please read and keep the following pages for your records. You should provide a copy of this document or make sure that any third party with whom you contract for service, like a caterer, is aware of the terms and conditions of use herein. Please note that the Neal-Marshall Black Culture Center is owned by Indiana University, but occupied and administered by the Neal-Marshall Black Culture Center, a division of the Office of the Vice President for Diversity, Equity, and Multicultural Affairs

A. General Policies

1. **Facilities Use:** All events are expected to harmonize with the character and mission of the Neal-Marshall Black Culture Center. Events may not create any hazard or impose any undue hardship on the Neal-Marshall Black Culture Center, facilities, staff, or visitors. Events must conform to established regulations. The NMBCC reserves the right to refuse use to any organization at its discretion.
2. **Programs Involving Children:** The University has adopted a policy entitled Programs Involving Children (“Policy”). By executing this Agreement, User is confirming that it has read and understands the Policy and that it accepts compliance with the Policy as an express condition of this Agreement. The Policy, along with additional resources and information concerning the Policy, may be found at

<http://policies.iu.edu/policies/categories/administration-operations/public-safety-institutional-assurance/PS-01.shtml>

3. **Furniture:** In order to keep the interior furnishings, walls, and floors as appealing as possible, all adjustments to the current arrangements of all items including but not limited to tables, chairs, and soft seating, must be approved by the NMBCC before such adjustments are to take place. All adjustments are to be made by an NMBCC employee.
4. **Liability:** The User assumes the risk of all damage, loss, cost, and expense, and agrees to indemnify and hold harmless the NMBCC and its employees from and against any and all liability, damage loss, cost, and expense which may accrue to or be sustained by the NMBCC or its employees on account of any claim, suit, or action made or brought against the NMBCC and/or its employees. The User assumes liability for any and all damages to the Neal-Marshall Black Culture Center, any equipment, and for any and all injuries to any person(s) that may occur as a result of their presence while attending the event. This refers to the interior of the building as well as the courtyard and other areas connected to the Neal-Marshall Black Culture Center. The User agrees to indemnify and hold harmless the NMBCC (and its employees) from and against any and all liability, damage loss, cost, and expense which may accrue to or be sustained by the User on account of any unplanned cancellation by the NMBCC of the User's rental agreement with the NMBCC.
5. **Reservations:** No event will be scheduled with less than 14 days prior to the requested date. Receipt and confirmation of acceptance by an authorized NMBCC representative of a signed and completed contract reserves the date and space for the event. A copy of the rental contract can be found and completed at <http://nmbcc.indiana.edu/facilities> .

6. **Parking:** The Jordan Ave parking lot located directly across the street from the Neal-Marshall Black Culture Center has designated university EMS and EMP permit parking and pay parking during the day and may be used for after- hours functions.

B. Catering

1. **Approved Caterers:** The NMBCC may suggest preferred caterers for your event; however, the User will be responsible for paying all catering costs in a timely manner. All caterers must be approved by both Indiana University and the NMBCC management and possess valid licenses for food service and the service of alcoholic beverages (if applicable). The caterer must carry liability insurance, including products, of \$3,000,000. If alcohol is being served, the caterer must also carry alcohol liability of \$3,000,000. The caterer must provide all personnel, materials, and supplies required for the service of food and beverages (i.e. tablecloths, utensils, serving trays, etc.).
2. **Food Compliance:** Users must be in compliance with other university regulations regarding food service including, but not limited to, completing a “Temporary Food Service Application” and submitting it to IU’s Office of Environmental Health and Safety. Submission information is included on the application. The application should be completed no later than two weeks prior to the event. Please visit www.ehs.iu.edu for more information on IU’s food compliance policies and to obtain a “Temporary Food Service Application.”
3. **Workspace:** The Neal-Marshall Black Culture Center kitchen

is equipped with a refrigerator, freezer, dishwasher, coffeemakers, microwave, and warming oven. At no time may the User or the catering staff use NMBCC supplies or materials available in the NMBCC kitchen, including—but not limited to—such items as soda, cups, condiments, and linens. If a caterer is found using these items, the User will be held responsible for any replacement costs.

4. **Deliveries and Pickups:** The User will provide detailed information on any scheduled deliveries and pickups no later than two weeks prior to the event. Deliveries should be contiguous to the time allotted for setup, and they will only be accepted on the day of the event. The NMBCC reserves the right to refuse any delivery items that might prove detrimental to its facilities. All external rental items and equipment and personal items of the User or guests should be removed by the end of teardown. Any exceptions to this rule must be approved in writing by the NMBCC Event Coordinator.
5. **Removal of Garbage:** The User must ensure that all equipment, including the special event carts, and all areas used are clean and restored to the condition in which they were found. Dirty dishes and all garbage must be removed from the premises immediately following the event.

D. Alcohol

1. User(s) desiring to serve alcohol during an event must conform to the policies set forth by the IU Office of Insurance, Loss Control, and Claims (formerly Risk Management) and must sign and return the appropriate documentation (i.e. “Requirements for the Service of Alcoholic Beverages on Indiana University Premises”). This document requires the following:

- i. That the alcohol only be handled and served by a caterer or bartender licensed by the state of Indiana's Alcoholic Beverage Commission with an "off-premises" permit, a copy of which must be submitted to the NMBBB no later than two weeks prior to the event.
- ii. That the caterer/bartender must be able to provide proof of dram shop operation insurance in the amount of \$3,000,000.
- iii. That no alcohol be served at events organized by undergraduate student organizations or where the audience is likely to include people under the age of 21.

2. Please visit the [policy document](http://policies.iu.edu/policies/categories/financial/insurance-loss-control-claims/FIN-INS-10-requirements-for-service-of-alcoholic-beverages-on-indiana-university-premises.shtml) for more information regarding IU's alcohol policies.

<http://policies.iu.edu/policies/categories/financial/insurance-loss-control-claims/FIN-INS-10-requirements-for-service-of-alcoholic-beverages-on-indiana-university-premises.shtml>

E. Decorations and Rentals

- 1. Setup and Removal: All decorations and rental items must be approved by the NMBCC Facilities Staff. The User is responsible for decoration set up, teardown, and prompt removal. The Event Facilitator must be on site to oversee any and all decorating. All decorations must be freestanding, including signs. Nothing is to be attached to the walls or ceiling.**
- 2. Candles: The only candlelight allowed is votive candles or hurricane lamps in which the candle is completely protected by glass. These are to be provided at the User's expense.**

3. **Audio/Visual:** Any audio/visual or lighting requirements will be contracted from outside sources at the User's expense. An overhead projector and laptop computer are available for meetings and setup is handled by NMBCC facilities staff. This equipment is to be scheduled two weeks in advance of the meeting. (Network connections must be coordinated with the NMBCC facilities staff).

F. Planning and Setup

1. **Making Arrangements:** The User must arrange for setup and tear down with the Facilities Coordinator no later than three weeks prior to event. Event setup and tear down must not interfere with NMBCC activities. The Facilities Coordinator establishes setup and tear down times based on the type of event and activities of the User. For example, receptions needing only a few buffet tables usually only require an hour each for setup and tear down, while a seated meal with extra tables and chairs or an event with extensive audio-visual needs or multiple deliveries may require two or more hours of setup time. All wedding receptions require a minimum of two hours for setup and one hour for tear down. Additional time may also be required.
2. **Cancellation Policy:** Cancellations *must* be received 10 business days prior to the scheduled event. Less than 10 days notice will result in a fee of \$50. Less than two business days notice will result in a charge of 50% of the remaining balance. Cancellations due to weather will not be refunded.

G. Payment

1. Non-IU-affiliated Users will receive an “Invoice for the Balance Due” which the User shall pay. IU Users may request an invoice or provide a university account to which the event will be billed.
2. **Additional Charges:** User(s) may incur additional charges relating to housekeeping, electrical usage, and damage to property or collections, including payments for any IU and NMBCC deductible insurance limits, in the event of excessive or extraordinary usage or damage.
3. **Final payments:** Can be made through a check made payable to the NMBCC or an IU account transfer.

It is the responsibility of the User to see that caterers, bartenders, musicians, and decorators are informed of and conform to all the terms and conditions here in set forth.

Updated 07/126/2016