

Use Agreement

The information listed below constitutes a contract between _____ (“User”) and Anthony Properties, L.P. (herein referred to as “APLP”) regarding the use of the premises described on Appendix A (“East Street Studios”). User agrees to pay the full amount of the contract prior to the use of East Street Studios. User will be responsible for the payment of additional services requested prior to vacating the premises. Payment is to be made with a check or cashiers check made payable to Anthony Properties, L.P., 1919 East 191st Street, Westfield, Indiana 46074.

USER

Organization Name: _____
Organization Type (circle one): *For Profit* or *Not For Profit*
Tax-exempt ID Number (if applicable): _____
Address: _____
Phone Number: _____
Contact Person/Phone Number: _____
Event Name/Description: _____

ANTHONY PROPERTIES, L.P. / KEYNOTE CONTACTS

APLP Contact: _____ Keynote Contact: _____

FINANCES

The Grand Total for the use of East Street Studios is _____. A detailed breakout of the services provided and fees due under this contract are reflected on the attached Appendix B, Service Definition.

If this agreement is not signed and returned by _____, 20____, it is understood that APLP is free to book another organization for use of East Street Studios for the event time and space outlined below.

EVENT DATE

Event Start Date: _____ Check-In Time: _____

Event End Date: _____ Check-Out Time: _____

PROJECTED OCCUPANCY

Projected Number of Participants: _____

ADDITIONAL DEADLINES

Cancellation: Cancellations must be in writing and received by APLP at least 1 week prior to the scheduled event start date.

Daily Schedules: A daily schedule for User program is due, in writing, 5 days in advance of the scheduled event start date.

Facilities: A written description of showroom set-up and audio-visual requests are required 14 days in advance of the scheduled start date.

CHECKLIST OF DOCUMENTS TO RETURN TO APLP

- East Street Studios Use Agreement, including
 - Appendix B: Service Definition
 - Appendix C: Showroom Set-up
 - Appendix D: Audio/Visual Equipment Request
- Daily Schedule
- Certificate of Insurance
- Check made payable to Anthony Properties, L.P.

RULES & GOVERNING GUIDELINES

1. Communication

- a. User will identify a primary contact and that person will be responsible for meeting with an APLP / Keynote representatives concerning procedures and rules before use of Premises.

2. Rules and Guidelines

User agrees to abide by hours set for use of the Premises, other regulations, and any posted policies. User is responsible for informing his/her organization of all rules and to insure compliance. These rules and guidelines include:

- a. No smoking is allowed on the premises.
- b. No alcoholic beverages, narcotics, or unlawful drugs of any type on the premises. Violators will be immediately ejected from the premises, and the authorities will be notified if necessary.
- c. No pets allowed on the premises, except for service animals.
- d. User agrees to abide by the rules set forth in this contract, those in the literature provided, and those posted on the Premises. The signer accepts the responsibility of communicating these rules to all attendees, conferees, speakers and guests and will be responsible to ensure compliance.
- e. User agrees to return the building to the condition it was prior to the event, including without limitation to the removal of trash to the outside dumpster and vacuuming of carpet.
- f. User agrees to abide by the building occupancy requirements. 841 persons maximum with tables and chairs, or 1,395 persons maximum with loose chairs or standing only.
- g. In the event that a disaster or an act of God occurs which requires APLP to cancel an event because of damage to the Premises, User agrees to hold APLP and all APLP tenants harmless. APLP will return any payments made by the organization.

- h. It is understood that this contract is not binding until a copy bearing authorized signatures of both parties is mailed to the contact person.
- i. APLP reserves the right to cancel this contract either for failure to abide by the terms or the intent of this contract. APLP further reserves the right to cancel the contract for any reason upon 60 days written notice.
- j. APLP reserves the right to eject from the property any person who, in the sole judgment of APLP, is deemed to be objectionable, dangerous, or disruptive; neither APLP nor any of its officers or employees shall be held liable to User in the event that APLP deems it necessary to exercise this right. This right shall include reasonable force to remove any person who, when asked to leave the property, refuses to do so. Notwithstanding the foregoing, User acknowledges that it is responsible for all necessary event security.

3. Sale of Books and Other Items

- a. User agrees not to engage in any sale of books, supplies or any kind of materials without prior written approval of APLP.

FURTHER TERMS AND CONDITIONS

1. **Failure to give possession:** APLP shall not be liable for failure to give User possession of the Premises at the beginning of the Term where such failure is caused by actions of Lessor, User or any governmental agency or other third parties or is otherwise beyond the control of APLP.
2. **Insurance:** User shall provide to APLP proof that it carries insurance as follows with no deductibles exceeding \$500.00:
 - (1) a policy of commercial general liability insurance in the broadest and most comprehensive form generally available from time to time as customarily required by users with a similar use as permitted herein, and under which the insurer agrees to indemnify and hold APLP and its agent harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, or damages, the minimum limits of which policy shall be one million (\$1,000,000) dollars for bodily injury, including death, and personal injury for any one occurrence, and one million (\$1,000,000) for property damage; or one million (\$1,000,000) combined liability and property damage on an per occurrence basis;
 - (2) a minimum of \$50,000 in medical payment coverage;
 - (3) Such other types of insurance as APLP may reasonably require for User's specific use of the Premises, or as may be customarily required of similar users; and
 - (4) All policies of insurance provided by User to APLP hereunder shall name Anthony Properties, L.P., Campus Crusade for Christ International, Inc. and IMMI as additional insureds.
3. **Liability:** APLP is not liable for loss, expense, or damage to any person or property, unless due to APLP's gross negligence. User must pay for damages suffered and money spent by APLP relating to any claim arising from any act or neglect of User. User is responsible for all acts of those on the Premises during period of User's Use agreement, including User's employees, guests or invitees.
4. **Indemnification:** User covenants to indemnify and save APLP, its respective agents, and its tenants, harmless from and against any and all liability, damage, expenses, fees, penalties, actions, causes of action, suits, costs, claims, or judgments arising from injury during the Term of this Use Agreement to person or property within or without the Premises to the extent occasioned by any acts, omission or omissions of User, its agents, servants, contractors, employees or invitees occurring on the Premises.

5. **First Aid, Emergency Response, and Security:** User agrees to provide the necessary security for User's event at the Premises, and APLP and its respective agents carry no responsibility for first aid, emergency response, or security for User's event.
6. **Assignment and use agreement:** User may not assign the Use Agreement or sublet all or part of the Premises, and if User does, APLP has the right to cancel the Use Agreement as stated in Section 10.
7. **User's responsibility for insurance:** User may not do anything which may increase APLP's insurance premiums. If User does, User must pay the increase in premium as an added Use Fee.
8. **User's defaults and APLP's remedies:**
 - A. The following shall constitute events of default by User:
 1. Failure to pay the Use Fee as required;
 2. Improper assignment of the Use Agreement for all or part of the Premises.
 3. Improper conduct by User, its employees, agents, or invitees;
 4. Failure to maintain insurance as required herein; or
 5. Failure to fully perform any other term in the Use Agreement
 - B. If User fails to immediately correct the defaults in Subsection A of this Section 8, APLP may cancel the Use Agreement effective immediately and User must leave the Premises. User continues to be responsible for the Use Fee, expenses, damages and losses.
 - C. If the Use Agreement is canceled, APLP may in addition to other remedies take any of the following steps:
 1. Enter the Premises and remove User and any person or property;
 2. Use any legal method to remove User from the Premises.

9. **Notices:** Any bill, statement or notice must be in writing. It will be considered delivered three days after the day mailed or if not mailed, when left at the proper address as listed above. A notice must be sent by certified mail. Each party must send a written notice to the other if that party's address has changed.
10. **No waiver, illegality:** APLP's acceptance of the Use Fee or failure to enforce any term in this Use Agreement is not a waiver of any of APLP's rights. If a term in this Use Agreement is illegal, said term shall be deemed deleted from the Use Agreement and the rest of this Use Agreement shall remain in full force.
11. **Bankruptcy, insolvency:** If (1) User assigns property for the benefit of creditors, (2) User files a voluntary petition or an involuntary petition is filed against User under any bankruptcy or insolvency law, or (3) a trustee or receiver of User or User's property is appointed, APLP may cancel this Use Agreement.
12. **Representations:** User has read this Use Agreement. All promises made by APLP are in this Use agreement. There are no others. User represents and warrants that User will comply with all applicable statutes and regulations including, but not limited to, any statute or regulations related to using the Premises or engaging in theatrical and/or musical performances.
13. **End of Term:** At the end of the last event contemplated by this agreement, User must leave the Premises clean and in good condition, subject to ordinary wear and tear; remove all of User's property and all User's installations and decorations; repair all damages to the Premises caused by User, its employees, participants, invitees or agents and restore the Premises to its condition at the beginning of the Term.
14. **Premises "As Is":** User has inspected the Premises. User states they are in good order and repair and takes the Premises "As Is."
15. **Binding effect:** Subject to the provisions of Section 6, this Use Agreement is binding on APLP and User and those that lawfully succeed to their rights or take their place.
16. **APLP's Obligations:** APLP's obligations end when APLP's interest in the Premises is transferred. Any acts APLP may do may be performed by APLP's agent or employees.
17. **Paragraph headings:** The Paragraph headings are for convenience only.
18. **Changes in Use agreement:** Except as otherwise noted herein, this Use Agreement may be changed only by an agreement in writing signed by both parties hereto.
19. **Governing Law; Jurisdiction:** This Use Agreement is entered pursuant to and shall be governed by the laws of Indiana. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be brought in the courts of the State of Indiana, or in the Federal District Court for the Southern District of Indiana, and the parties hereto expressly consent to the exclusive jurisdiction thereof.

AGREEMENT

"USER"

By: _____

Printed: _____

Title: _____

Date: _____

"APLP"

Anthony Properties, L.P.

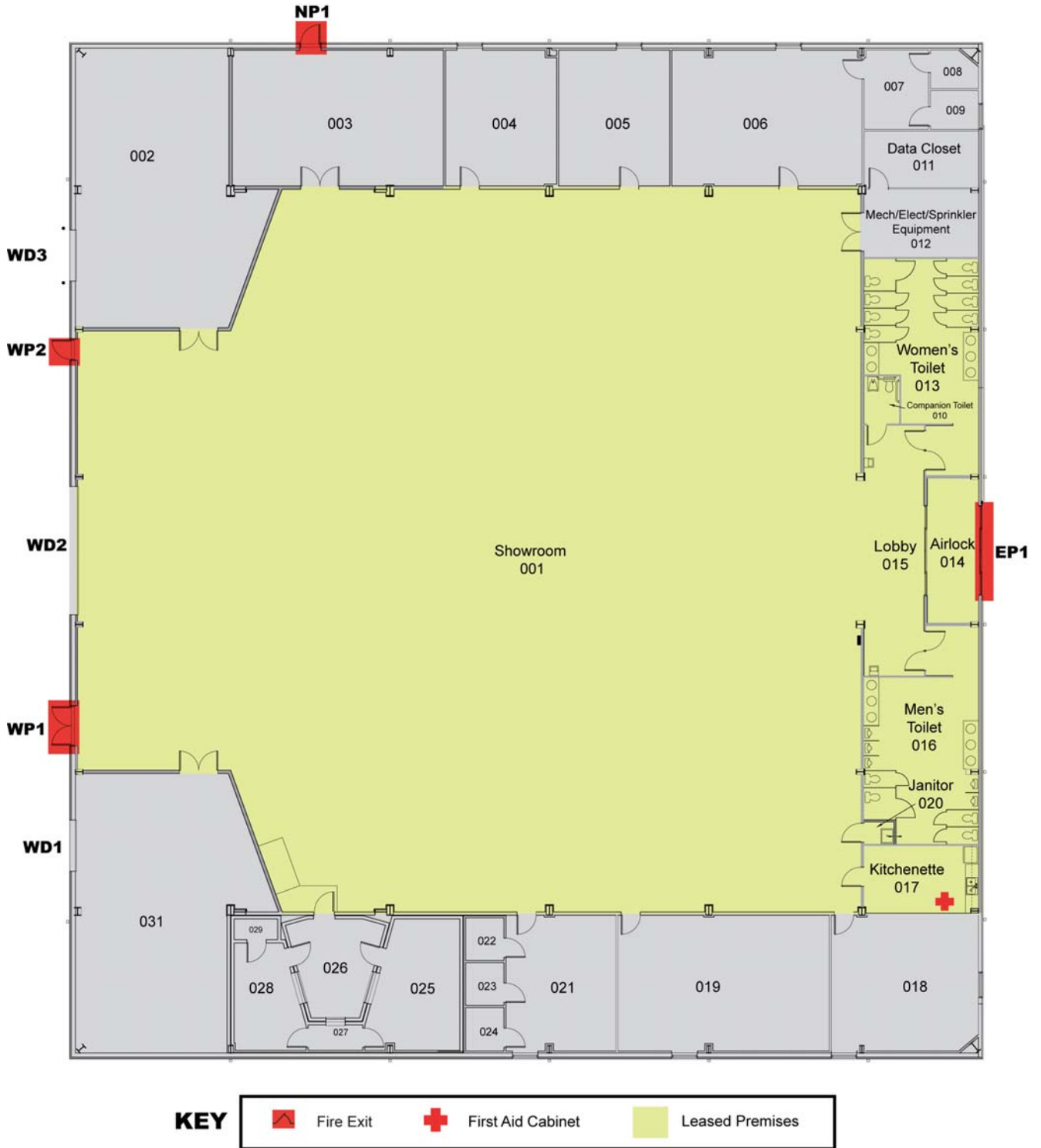
By: _____

Printed: _____

Title: _____

Date: _____

Appendix A: Leased Premises



Appendix B: Service Definition – Not For Profit Organization

- I. The following services are included under the Use Agreement. \$_____
- a. Rental of the leased premises for one (1) day, including showroom, restrooms, and kitchenette.
 - b. Audio/Video Technician.
 - c. Use of Tables and Chairs.
 - i. (800) padded folding chairs.
 - ii. (72) 72" diameter round tables.
 - iii. (38) 30" (W) x 72" (L) x 29" (H) rectangle tables.
 - d. Set-up and tear-down of tables and chairs.
 - e. Parking. (88) Parking spaces. Additional parking spaces may be available depending upon the date/time of the event. Additional parking spaces requested:_____.
 - f. Listing of local caterers.

II. Additional Services. Please check the additional services that are required.

- Available Tablecloths. 55 black tablecloths for the 72" round tables. 2 black tablecloths for long rectangle tables up to 8'. 13 black rectangular tablecloths with skirts for 6' tables. 4 black tablecloths for smaller square tables.

Option 1. \$6.00 per tablecloth. APLP responsible for cleaning of tablecloths. Tablecloths requested:_____. \$_____

Option 2. \$1.00 per tablecloth. User responsible for the professional cleaning of the tablecloths. Tablecloths requested:_____. \$_____

Option 3. User provides own table coverings. No Charge

- Camera Technician for Live Feed. \$250.00 per half day (4 hours). \$_____ Total time requested:_____

Total Fee. \$_____

Appendix C: Showroom Set-up

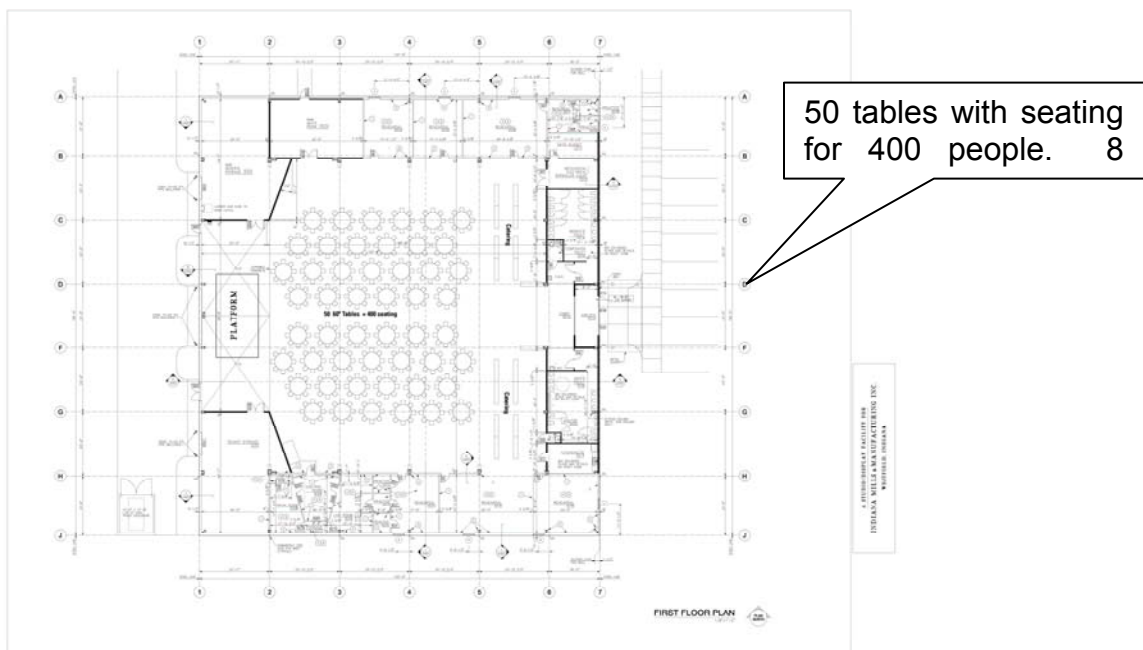
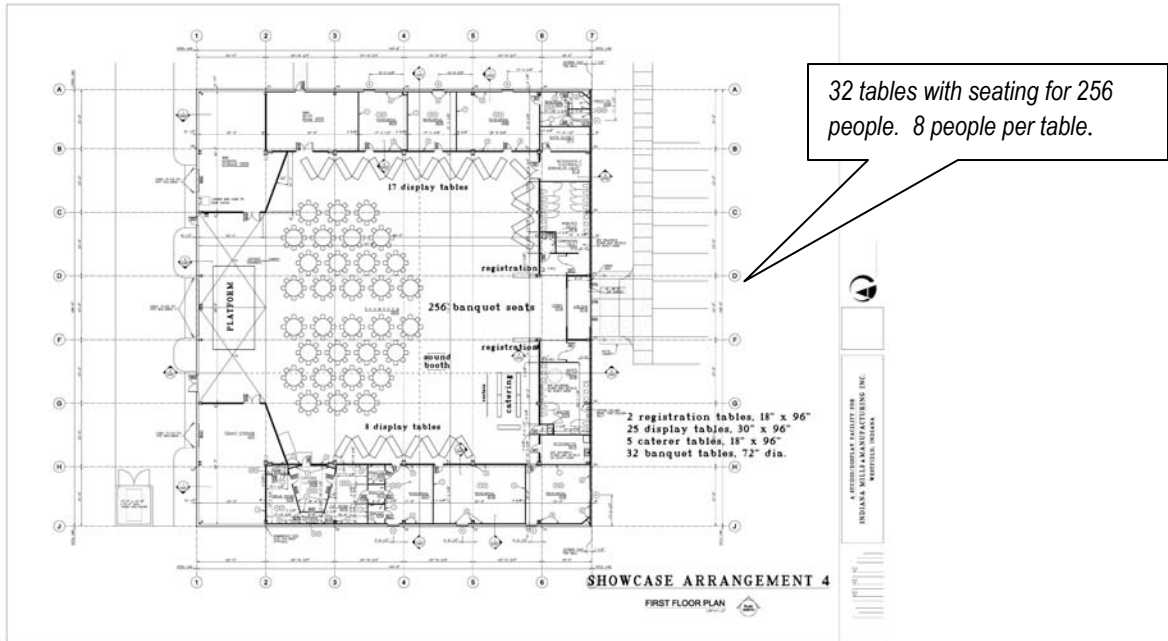
III. Briefly describe the desired set-up of the showroom.

IV. Tables and Chairs.

of Round Tables: _____ # of Tablecloths: _____ # of Chairs per Table: _____

of Rectangle Tables: _____ # of Tablecloths: _____ # of Chairs per Table: _____

V. Table Set- Examples.



Appendix D: Audio/Visual Equipment Request

Organization _____

Contact Person _____

Phone _____ Email _____

Date of Event _____ Time _____ am/pm to _____ am/pm

Setup Date _____ Time _____ am/pm to _____ am/pm

Expected Attendance _____

Briefly describe the nature of the event (if possible, attach an event agenda)

Staging needs: The standard stage is 24' wide, 16' deep, and 24" high, with a black skirt and steps on either end. The stage is made of 4' x 8' platforms that can be rearranged, if necessary, but it is a labor-intensive project that should be arranged ahead of time. Please attach a diagram of the stage configuration, including placement of podium, chairs, etc.

Audio:

How many microphones will you need? _____ Type _____
(We have two wireless handheld mics, one wireless headset mic and one standard wired microphone. Any additional mic needs must be worked out on a case by case basis.)

Please check any of the following that may be required:

- | | |
|---|-------------------------------------|
| <input type="checkbox"/> CD audio | <input type="checkbox"/> Mp3 player |
| <input type="checkbox"/> Computer audio | <input type="checkbox"/> DVD audio |
| <input type="checkbox"/> Stage monitors | |

Video:

Please check any of the following that may be required:

Inputs

- DVD
- Computer

(You will need to provide a laptop and operator for Power Point or other computer-based video.)

- Camera (for projecting an image on the screen)

(You will need to provide your own camera with s-video output and tripod and a camera operator.)

Outputs

- Up to three 9'x12' video screens
- Confidence monitors (TVs on the floor pointing back at the stage—two are available)

Stage Lighting:

The stage is lit with a wash of 13 white lights, a combination of Fresnels and ellipsoid spots. Any changes in the aiming of the lights would need to be arranged ahead of time. Please contact us.

House Lighting:

House lighting can be explained on site. You will need to provide a person to run the house lights if changes in house lighting are desired during the program.

Note: We request that only Keynote- or APLP-authorized personnel set up, operate and pack up the A/V system (aside from operators mentioned above). Thank you for your understanding,