



Board of Public Works and Safety

Agenda Item

Cover Sheet

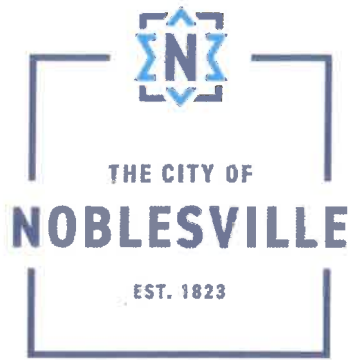
MEETING DATE: January 28, 2025

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 14

INITIATED BY: Sarah Oakley

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety

FROM: Sarah Oakley, Recreation Program Coordinator, Parks Department

SUBJECT: Board to Consider Service Agreement with Embassy Suites to Host 2025 Princess Ball.

DATE: December 30, 2024

The Noblesville Parks Department is partnering with Embassy Suites to host the 2025 Princess Ball, a father-daughter dance for our community. This special event is scheduled for March 15, 2025, and will provide a memorable evening for attendees in an elegant setting.

The service agreement with Embassy Suites covers the use of their event space, tables, linens, and light refreshments to support the success of the event.

We recommend the Board of Public Works approve the service agreement with Embassy Suites for the 2025 Princess Ball.

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **Embassy Suites Noblesville Indianapolis Conference Center** (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate **March 16, 2025**, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed **Four Thousand Dollars and Zero Cents (\$4,000.00)**.

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright

rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
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\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain

sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):
- | | |
|-------------------------------------|-------------------------------|
| To Contractor: | To City: |
| Embassy Suites Noblesville | Noblesville Parks |
| Attn: Ashley Kluchki | Attn: Sarah Oakley |
| 13700 Conference Center Drive South | 701 Cicero Road |
| Noblesville, IN 46060 | Noblesville, IN 46060 |
| | <i>Courtesy Copy:</i> |
| | City Attorney |
| | 16 S. 10 th Street |
| | Noblesville, IN 46060 |
- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 5.13 Conflict of Interest.

- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City’s delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City’s rights or remedies.

- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Embassy Suites Noblesville ("Contractor")

By: Ashley Kluchki

Date: 12/31/24

Printed: Ashley Kluchki

Title: Sales & Catering Managers

City of Noblesville

By: [Signature]

Date: 1/3/25

Printed: Savannah Wines

Title: Director

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Embassy Suites Noblesville

By (Written Signature): Ashley Kluchki

(Printed Name): Ashley Kluchki

(Title): Sales & Catering Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

SS:



Subscribed and sworn to before me this 2 day of January, 2025.

My commission expires: 12-01-32 (Signed) Parker Joseph Irwin

a. Residing in Allen County, State of Indiana



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER United Insurance Agencies 1019 W Jackson Street Muncie IN 47305		CONTACT NAME: debbie.overmyer@unitedagy.com PHONE (A/C, No, Ext): (765) 284-4443 FAX (A/C, No): (765) 287-2480 E-MAIL ADDRESS:	
INSURED Sun Development & Management Corp 5701 Progress Road Indianapolis IN 46241		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance INSURER B: Everest National Insurance Company INSURER C: Hartford Accident & Indemnity INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 22357	

COVERAGES**CERTIFICATE NUMBER:** 23-24 Embassy Suites**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Worldwide GL Extension <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0595035	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0595035	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	36 WEC AJ6E6W	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional named insured: Indy NE Lodging Associates LLC DBA Embassy Suites by Hilton, 13700 Conference Center Drive South, Noblesville, IN 46060

Certificate Holder is additional insured if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**The City of Noblesville
701 Cicero Road

Noblesville

IN 46060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit A



EMBASSY SUITES by HILTON™

Noblesville Indianapolis
Conference Center

Embassy Suites Noblesville Indianapolis Conference Center
13700 Conference Center Drive South
Noblesville, IN 46060

Hotel Confirmation / Agreement

TODAYS DATE: December 27, 2024
EVENT NAME: Princess Ball 2025
CONTACT: Sarah Oakley
ADDRESS: 701 Cicero Road • Noblesville, IN • 46060
TELEPHONE: 317.776.6350
EMAIL: soakley@noblesville.in.gov

Dear Sarah,

The staff and management of the **Embassy Suites Noblesville Indianapolis Conference Center** are delighted that you have chosen our hotel for your **Princess Ball 2025**.

The following will serve as an agreement between **City of Noblesville** and **Embassy Suites Noblesville Indianapolis Conference Center** for your event in March, 2025. The Hotel reserves the right, within its discretion, to assign and, if necessary, reassign function space to accommodate all parties concerned.

FUNCTION AGENDA Embassy Suites Noblesville Indianapolis Conference Center is pleased to confirm the tentative reservation for your function and offer you the following:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Sat, 3/15/25	12:00 PM	9:00 PM	Princess Dressing Room	Stony Creek B	Conference/Boardroom	5	\$.00
Sat, 3/15/25	4:00 PM	6:00 PM	Client Setup	Waters A, B, C	Special Setup Instructions	440	\$.00
Sat, 3/15/25	6:00 PM	8:30 PM	Registration	Waters A, B, C	Registration	440	\$.00
Sat, 3/15/25	6:30 PM	8:30 PM	Dance	Waters A, B, C	Special Setup Instructions	440	\$.00
Sat, 3/15/25	6:30 PM	9:00 PM	Refreshments	Waters A, B, C	Special Setup Instructions	440	\$.00

*The above room rental charges are subject to 7% sales tax and 25% service charge.

SUMMARY OF ANTICIPATED REVENUE

Summary of Minimum Revenue Anticipated by Hotel from This Agreement	
Total Minimum Food and Beverage Revenue:	\$4,000.00
Total Anticipated Meeting Room Rental	Waived upon meeting Food & Beverage Minimum
"Total Minimum Anticipated Revenue":	\$4,000.00

*Please note that the required Food and Beverage minimum of \$4,000.00, excludes 9% tax and 25% service charge.

All arrangements between Hotel and Group that are not included in this agreement must be confirmed in writing and agreed to by hotel and the client.

NOISE AND DISTURBANCE Embassy Suites Noblesville Indianapolis Conference Center is responsible for ensuring that all Group function space is free from noise, disturbances and interruptions. In order to make every reasonable effort to eliminate the noise or disturbance for all Groups the hotel will take immediate action on any complaints brought to its attention. The following steps will be taken; 1. The Group will be made aware and asked to reduce the noise within their function space. 2. The Group will be given final warning and asked again to reduce noise in function space. 3. The Group will be asked to leave the premises and Hotel will not issue any function refund of any kind.

METHOD OF PAYMENT Payment may be made via credit card, cashier's check or cash. Personal checks are only accepted if more than 30 days in advance of the function.

TAX EXEMPTION Only "fund-raising" events are exempt from Indiana sales tax with respect to food and beverage. As of January 2023, Nonprofit organizations per Indiana Department of Revenue will no longer use a ST-105 as an option of proof of exemption. With this change a NP-1 will be accepted as replacement for the ST-105. If the out of state organization is hosting a conference, seminar or educational event within Indiana, you can request a temporary sales tax exempt status. This is a form NP-20T which can be found on dor.in.gov for more information.

CREDIT ARRANGEMENTS The Function Event balance is due in full 7 business days before the First Event Date in the form of a cashier's check or credit card. A company check will not be accepted less than 30 days from first event date. A credit card is required in the event that any additional charges are incurred during the course of the Event. Payment upon conclusion of the outlined itinerary with a major credit card requires the card holder to sign a voucher upon arrival for the estimated charges. The Hotel will provide the estimated of charges and the voucher for authorization.

DEPOSIT SCHEDULE The following deposit schedule shall be observed by the Event and payments shall be received by the Hotel at the designated date. Should the Event fail to pay any of the outlined payments by the specified due date, the Hotel shall have the right to cancel the Event and subject the Event to the remainder of the prevailing cancellation charges. All payments received are being applied to your balance and are non-refundable upon receipt. All payments must be received prior to the start of the event. If final payment is by check, it must be received 30 or more days prior to the event. If received within 30 days, payment must be made by credit card, cashier's check or money order.

Transaction Type	Charge Type	Date	Amount
Charge	1st Deposit	2025-01-15	\$2,000.00
Charge	2nd Deposit	2025-02-15	\$2,000.00
Balance Due			\$4,000.00

FOOD AND BEVERAGE POLICY

It is our understanding that you have made arrangements at the Embassy Suites Noblesville Indianapolis Conference Center for meeting and/or banquet facilities. The details and terms of any such arrangements are set forth in this agreement. In addition to any other charges, the Embassy Suites Noblesville Indianapolis Conference Center's standard service charge, currently 25 percent, shall apply to all food and beverage charges, audio visual, meeting room - exhibit

space rental and all miscellaneous charges.

Currently, the Embassy Suites Noblesville Indianapolis Conference Center is holding the meeting space as described above as part of this Agreement, based upon the information you provided. Any revisions and/or changes will be accommodated based on the availability of meeting space at the time requested. Additional meeting space may be subject to meeting room rental. Please advise us immediately of any additional needs. Function rooms are assigned according to the number of persons expected to attend and may be changed by the Embassy Suites Noblesville Indianapolis Conference Center if attendance or other circumstances change. In such event, the Embassy Suites Noblesville Indianapolis Conference Center will provide alternate suitable arrangements to meet the requirements of your Group as outlined in this Agreement. You must coordinate with your Conference Planner prior to publishing any meeting room names. Space is available only during the times noted unless written authorization has been made by the Hotel Management. The same space may be scheduled for other programs prior to and following your event. We appreciate your cooperation in following your scheduled times. Customer requests to change a room layout once the room has been set will be assessed a \$250.00 labor fee.

If the Group chooses to retain vendors, other than the Embassy Suites Noblesville Indianapolis Conference Center's preferred in-house vendors, to provide services and/or any equipment for the Group's event at the Embassy Suites Noblesville Indianapolis Conference Center, the Group acknowledges and agrees that any damage to the Embassy Suites Noblesville Indianapolis Conference Center, to the Group, or to the outside vendor's employees, equipment or property, or to any guest or third party caused in whole or in part by the outside vendor, is the sole responsibility of the Group and the outside vendor. Notification of third party vendors must be communicated no later than thirty (30) days prior to your event. Please note that the use of the Embassy Suites Noblesville Indianapolis Conference Center name or logo should be approved by your catering representative.

All function rooms will provide standard lighting and electrical outlets. Request for additional lighting and power will be needed a minimum of three weeks in advance and will be assessed the applicable charges.

If alcoholic beverages are to be served on the Hotel and Conference Center premises, the Hotel and Conference Center will require that beverages be purchased and dispensed only through its employees and bartenders. The Hotel and Conference Center's alcoholic beverage license requires (a) request proper identification (photo ID) of any person of questionable age, and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced; and (b) refuse alcoholic beverage service to any person who in the Hotel and Conference Center's sole judgment, appears intoxicated. Alcoholic beverage service will not exceed five hours per event and will not be served after 12:00 am. Doubles and shots will not be served.

All food and beverage staff members of the Embassy Suites Noblesville Indianapolis Conference Center are certified in serving alcohol with care. This program is approved by the American Hotel and Motel Association and is a training requirement in addition to applicable State Liquor Service Certification. The Embassy Suites Noblesville Indianapolis Conference Center actively supports those groups that wish to participate in a designated driver program by which one or more individuals in attendance accept the responsibility of not consuming alcohol and therefore ensuring the safe transportation of those attending the function.

Food and beverages are not permitted to be removed from the Embassy Suites Noblesville Indianapolis Conference Center premises. No food or beverage shall be brought into the Embassy Suites Noblesville Indianapolis Conference Center by patrons or attendees from outside sources. The exception would be a cake from a licensed bakery.

The Hotel will confirm all food and beverage prices no later than 90 days before the First Event Date due to daily fluctuation of market prices. The Group grants the Hotel the right to make reasonable substitutions on the menu to meet increased market prices or commodity shortages.

All prices quoted are based on a **Minimum Food and Beverage Revenue** amount. If the Group falls short of the **Minimum Food and Beverage Revenue** they will be required to pay the difference.

The Group shall confirm all menu arrangements in writing no later than 30 days before the First Event Date. If such confirmation is not received by that date, the Group's requested menu selections may not be available.

The number of Guests for each function shall be guaranteed by the Group no later than 7 business days before the First Event Date. If no guarantee is received by that time, the guarantee will be the number specified in the original agreement. The Hotel will be prepared to serve 5% over the guarantee. If attendance is less than the guaranteed number of Guests, the Group shall nonetheless be liable for food and beverage charges for the guaranteed number. If attendance exceeds the number guaranteed by greater than 5%, the Hotel will make a reasonable attempt to accommodate the additional Guests, the costs of which shall be borne by the Group. The Group shall be liable for all food and beverage charges related to the Group's Event.

LOST ITEMS The Hotel is not responsible for any articles left or stored in or on the premises or for articles damaged while on the premises. Any additional security that is required for safeguarding material or equipment must be supplied by a Hotel approved guard or security agency at the client's expense. Please contact your event manager for assistance with these arrangements.

DAMAGE CLAUSE No articles can be hung from the function room walls or doors, with tacks, nails, staples, tape or other adhesives that may cause holes or damage. Any damage incurred during your function will be assessed accordingly and will be billed to the group.

BANNERS The Audio Visual Department must hang all signs and banners in all meeting space. Service charges will vary based on the size and number of banners that you wish to hang. Please contact your Event Manager to make arrangements.

SIGNAGE Signs may not be placed in the main lobby or outside the hotel. Your event manager will specify appropriate locations for signs throughout the building. Under no circumstances are any items to be posted, nailed, taped, screwed or otherwise attached to walls, floors or other parts of the building or furniture.

ADVANCED PACKAGE DELIVERY Packages for Events may be delivered to the Hotel's Receiving Department no more than 1 week prior to the arrival of the Event. The following information must be included on each package: Attn: Banquet Manager For: Princess Ball 2025. Any alternate arrangement must be approved by the Catering Department. The Group is responsible for return of all packages. The Hotel will not accept C.O.D deliveries.

AUDIO-VISUAL EQUIPMENT The Hotel is equipped to provide audio-visual equipment for the Group's Event at the charges indicated in the Audio-Visual Pricing Guide. If any additional audio-visual equipment is required for the Event, the Hotel will, upon request, assist the Group in arranging for such equipment.

ELECTRICAL, TELEPHONE AND INTERNET The Hotel does charge for electrical, telephone and Internet hook-ups. For current price information, please contact the Event Manager handling your function.

PARKING The Hotel provides Complimentary Parking. Use of the Hotel's parking lot by a Group Guest shall not constitute a bailment between the Hotel and any such Guest. All such parking is at the Group Guest's sole risk and the Hotel shall have no liability related thereto. Hotel and Conference Center surface parking lots are provided for functions in which the event will be held at the Embassy Suites Noblesville Indianapolis Conference Center. The availability of parking is not guaranteed and is based on the availability of spaces in the parking lots. In the event that spaces are not available, guests will be directed to the nearest public parking lots.

LIABILITY Neither the Group nor any Group Guest shall use any guest room, function space, or other part of the Hotel for any activity that is illegal or prohibited under any applicable law, rule, or regulation. The Group shall be liable for any damage to the Hotel caused by any Group Guest or by any of the Group's employees, officers, agents, or outside contractors. Further, the Group shall indemnify, defend, and hold harmless the Hotel, its management company, and their respective employees from and against any losses, liabilities, claims, or damages that are the result of the negligence or intentional misconduct of any Group Guest or of any of the Group's officers, employees, outside contractors, or agents except to the extent that such loss, liability, claim, or damage is the result of the negligence or intentional misconduct of the Hotel. The Hotel is liable for samples, displays, property, or personal effects brought to the Hotel by the Group, any Group Guest, or any officer, employee, agent, or outside contractor of the Group only to the extent so provided under local innkeeper's laws.

CANCELLATION POLICY Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the **Total Anticipated Revenue for your Event**. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation.

Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing its meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the **Total Minimum Anticipated Revenue** for your Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Minimum Anticipated Revenue	Amount of Cancellation Damages
		\$4,000.00 Food/Beverage Minimum \$4,000.00 Total
Cancellation between date of signing and 3/15/25:	80%	\$3,200.00

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore, delay in payment may result in higher cancellation damages owed.

Additionally, the Hotel agrees that should your Group book and consume a comparable function within 12 months of the originally contracted event dates, the cancellation fee will be applied towards the rescheduled event. This consideration does not apply to events that were contracted to replace an already postponed and rescheduled event within the last 12 months, in which case payment of full cancellation damages are due.

IMPOSSIBILITY: Neither Party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence. If we breach this agreement by failing to provide the Function Space or Function Services contracted for any reason other than a force majeure event, you will be entitled to recover your actual damages that are the result of such breach, subject to mitigation as required by law and provided that your maximum recovery shall not exceed the amount you actually pay to us under this agreement. Further, in no event are we liable for any indirect, special, consequential, or incidental damages of any kind.

GOVERNING LAW ATTORNEY'S FEES; SEVERABILITY This Agreement shall be governed by and interpreted under the laws of the State of Indiana. Should any legal proceedings be required to enforce any provisions of this Agreement, the prevailing party determined by the finder of fact, shall be entitled to recover all of its costs and expenses related thereto including without limitation expert witness', consultants', and attorneys' fees and court costs. If any provision of this Agreement is determined to be unenforceable, the remaining provisions hereof shall continue in full force and effect and this Agreement shall be enforceable as if the provision found unenforceable were not contained herein. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

AGREEMENT SIGNATURES This Agreement shall become effective as of the date it is fully executed by the parties hereto, provided that such execution occurs before the Decision Due Date set at **2024-01-10**. Until the effective date, no space or guest room arrangements herein are binding on the Hotel. Each party hereby represents to the other that each person who signs this Agreement below on its behalf is fully authorized to do so. If this agreement is received after the Decision Due Date, hotel has the right to not to honor this agreement or to re-negotiate the rates and terms of the agreement.

HOTEL: Embassy Suites Noblesville Indianapolis Conference Center

By: _____ Ashley Kluchki, Sales & Catering Manager, Embassy Suites Noblesville Indianapolis Conference Center

Date: _____

GROUP:

By: _____ Authorized Signatory

Date: 1/2/2025

