



ALLEN COUNTY

## COURTHOUSE PRESERVATION TRUST

### **Allen County Courthouse Use Policy and Agreement**

The Allen County Courthouse is one of the most ornate public buildings in the United States, recently designated a National Historic Landmark. Since the building's primary use is for court proceedings, its use must be somewhat restricted, so that the business conducted here five days per week is not disrupted. On the other hand, the building being a public facility, its status as a Landmark, and its beauty make it a sought-after venue for special events and as a backdrop for commercial photography.

The Allen County Courthouse Preservation Trust works closely with the Allen County Commissioners, who own the building, to provide the most access possible by:

- ⌚ Providing adequate opportunity for the public – local, regional, and national -- to view the building
- ⌚ Promoting the use of the building by major donors in recognition of their contribution to the restoration
- ⌚ Allowing for respectful use of the building, in keeping with its stature as a “temple of justice”.
- ⌚ Assuring gentle use of the building to avoid excessive wear and tear on the structure.

During the restoration process, tours, lectures, and art demonstrations were held in the courthouse as well as several open houses as phases of the restoration were completed. These were staged to increase public awareness of the project. The beauty of the building was being unfolded to the public, piece by piece. The final event, the exquisite gala rededication celebration, clearly demonstrated the potential this building holds for housing grand parties.

#### **Allen County Courthouse is Available to**

- ⌚ Businesses
- ⌚ Not-for-Profit or Charitable Organizations
- ⌚ Government County/ City Offices
- ⌚ Friends of the Courthouse
- ⌚ Private Parties

#### **The Courthouse is NOT Available for:**

- Proms
- Graduation Parties

#### **Reservations:**

All events, photo shoots and press conferences must be scheduled through the Allen County Courthouse Preservation Trust (ACCPT). Reservations are confirmed only after this Use Agreement is signed by User, ACCPT and the Allen County Board of Commissioners. Events occurring in the evening or week-end hours are subject to a rental fee of \$750 per week night and \$1500 for Friday, Saturday or Sunday use. Discounts are provided to non-profit groups and Friends of the Trust—Donors who contribute \$1000 or more annually.

***Checks should be made payable to the Allen County Courthouse Preservation Trust.***

ACCPT will give a full refund if the event is cancelled in six months or more in advance, a 50% refund if cancelled between three and six months in advance and no refund if cancelled with less than three months notice or if the user is a no-show.

**Restrictions:**

This Use Agreement is granted subject to the plans for use described below prior to signing the Use Agreement. Any use that is not consistent with the plans or described use is impermissible.

ACCPT reserves the right to refuse use of the courthouse for any event that may compromise the security of the courthouse employees or the integrity of the artwork and architecture.

The building shall not be used for any unlawful purpose.

An event may not interfere with normal court/government operations or with normal public access to the building during business hours (Monday through Friday 8:00 a.m. until 5:00 p.m.). Events may begin at 6:00 p.m. on week nights and must end by 11:00 p.m. Entrances and exits must not be blocked.

User must confine the event to the first and second floor common areas. Access to the four Grand Courtrooms is permissible only with a trained docent and security guard. Food and drink are permissible in the common areas but NOT in the Courtrooms. User must:

- Ⓢ Provide for setting up before and cleaning up after the function;
- Ⓢ Require all participants to observe these guidelines and all applicable fire, occupancy and building codes;
- Ⓢ Provide all services and facilities that the event may require (with exception of rest rooms and electrical); and
- Ⓢ Be responsible for any and all damage either caused by participants and/or observers of the event occurring as a direct result of the event.

Additional restrictions may apply during trials or periods of heavy court calendars. Please note: in the event a jury is deliberating into the evening hours guests may be restricted to the first and second floors of the courthouse. Musical entertainment and/or presentations will be restricted to the first floor during jury deliberations and/or court proceedings.

**Hours:**

Approved Press conferences and county government sponsored activities may be scheduled during business hours Monday through Friday (8:00 a.m. until 5:00 p.m.) in the rotunda area. Weddings taking place during regular business hours are scheduled through Allen Circuit and Superior Courts. These events cannot impede or interfere with the operational use of the building. Public areas are available for use on week-ends at the above mentioned rates for private groups. Hours of use on week night and week-ends will be determined on a case-by-case basis.

**Services:**

Should the Trust be expected to provide additional electrical outlets and/or other audiovisual assistance the renter will be charged a minimum of \$50.00 with a \$25.00 per hour charge for electrician or technician.

**Accessibility:**

The courthouse can only be entered and exited through the Clinton Street doors. Caterers and Supply Rental companies may schedule a time to enter through the Calhoun Street doors for set up and tear down. Security must be present at all times. The Allen County Courthouse is handicap accessible.

**Animals:**

Only service animals aiding those with disabilities and law enforcement animals are permitted in the building.

**Clean Up**

After an event, User must leave the building and grounds clean, clear of debris and trash, and in good condition. Trash is to be bagged and removed from the building and grounds. Clean up and removal of equipment must be completed immediately following the event.

**Damages; Insurance**

User is liable for all damages, expense and loss, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with User’s utilization of the building. Such costs will be assessed and charged to User. Replacement value may be used to determine the damage cost charged. By signing the Use Agreement, User agrees to defend and hold harmless ACCPT and Allen County and its agents, for any act or omission of the user and/or his or her subcontractors, if any. Upon request, User shall provide ACCPT with a Certificate of Insurance or other acceptable proof of financial responsibility for damages that may arise out of the Event.

**Decorations/Set-Up**

User must furnish the decorations and may begin decorating and/or setting up upon a schedule as approved by ACCPT. ACCPT may limit or adjust set-up times so as not to interfere with public use. All decorations and set-up plans must have prior approval by ACCPT. Helium balloons are NOT allowed. Flames are NOT allowed. No nails, pins or tape may be used to apply decoration to the building. There should be no confetti, rice or birdseed. Nothing is to be hung on the walls. All signs or banners must be displayed on an easel. User is responsible for removing all materials used as decoration. **Set-Up May begin at 3:00 p.m. on Mondays through Fridays.**

User must work around and not move or displace displays, furniture or courthouse signage.

**Decorum**

User agrees that loud, rude or unmanageable noise and/or disorderly conduct will not be tolerated. Climbing or walking upon any statue, fixture, building or any structure not intended for such purpose is also prohibited.

**Deliveries**

Deliveries of supplies and equipment may be made only at locations designated and agreed upon by the ACCPT prior to event.

**Security/Firearms:**

Security is required at all events and must be reserved through the ACCPT. The cost of security is \$20.00 per hour minimum 4 hours and 3 guards (minimum \$240.00 per event.)

Firearms and other weapons are not permitted in the Allen County Courthouse at any time.

**Food and Beverage:**

Food and beverage service for events shall be provided by a pre-approved licensed caterer. Personal food or beverage may not be brought into the building for an event. Food and drink will be allowed only in areas designated by the Use Agreement. **NO FOOD OR DRINK IS ALLOWED IN THE COURTROOMS.**

The caterer selected must provide a copy of its liability insurance to ACCPT. The User is responsible for selecting the caterer and making all catering arrangements. Licensed caterers may use food-warming devices that require open flame, and fire extinguishers must be provided. Alcoholic beverages may only be served by a licensed bartender.

**Music:**

Music is permissible during the evening, week end and noon hours by permission and as agreed upon in the Use Agreement.

**Insurance/Liability**

User must agree to indemnify, defend and hold harmless ACCPT and Allen County and its agents, officers and employees from all claims and suits, including court costs and attorney's fees, and other expenses caused by any act or omission of the user and/or his or her subcontractors, if any.

**Notices/Displays**

Displays, signs, flags, banners or decorations may not be erected, attached or mounted inside the courthouse. Notices or other written material may not be posted in any of the common areas except on bulletin boards provided for the particular posting. Handbills, literature, promotional material or devices which advertise, promote, or identify a commercial enterprise may not be distributed.

**Parking**

Parking is available in the City/County Parking Garage on Calhoun Street.

**Smoking**

Smoking is not permitted inside the building.

**Deposit:**

There will be a \$250.00 deposit required. This money will be used for excessive clean up and /or repairs. The renter is responsible for all damage done to the building.

Total rental fee plus security deposit is to be paid up front to secure the date.

**Allen County Courthouse Preservation Trust  
Use Agreement**

**Please fill this form out completely.**

Name of Company/Organization \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Phone Numbers \_\_\_\_\_

Type of Event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Number of Guests: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Caterer to be used: \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Event Planner: \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

Music Provided by: \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

By signing this document, user agrees to comply with and be bound by the terms of this Agreement.

**User**  
\_\_\_\_\_

**Allen County Commissioners**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Allen County Courthouse  
Preservation Trust**  
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Internal Use:  ____ Certificate of Insurance; Renter ____ Certificate of Insurance; Caterer/Bar Tender
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**Please mail form to: Courthouse Preservation Trust 715 South Calhoun Street, Fort Wayne, IN 46802.  
Questions: 260.449.4246**